EDGAR Online

NEENAH PAPER INC

FORM 10-K
(Annual Report)

Filed 02/27/15 for the Period Ending 12/31/14

Address	3460 PRESTON RIDGE ROAD
	ALPHARETTA, GA 30005
Telephone	678-566-6500
CIK	0001296435
Symbol	NP
SIC Code	2621 - Paper Mills
Industry	Paper & Paper Products
Sector	Basic Materials
Fiscal Year	12/31

Powered By EDGAR Online
http://www.edgar-online.com
© Copyright 2015, EDGAR Online, Inc. All Rights Reserved.
Distribution and use of this document restricted under EDGAR Online, Inc. Terms of Use.

Use these links to rapidly review the document
TABLE OF CONTENTS
PART IV
TABLE OF CONTENTS

Table of Contents

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

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2014

OR

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

For the transition period from to

Commission file number 001-32240

NEENAH PAPER, INC.
(Exact name of registrant as specified in its charter)

Delaware	**20-1308307**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
3460 Preston Ridge Road Alpharetta, Georgia	**30005**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(678) 566-6500**

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange on Which Registered
Common Stock — $0.01 Par Value	New York Stock Exchange
Preferred Stock Purchase Rights	

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

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 (§232.405 of this chapter) during the preceding 12 months (or such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

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

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

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

The aggregate market value of the registrant's common stock held by non-affiliates on June 30, 2014 (based on the closing stock price on the New York Stock Exchange) on such date was approximately $880,000,000.

As of February 13, 2015, there were 16,700,000 shares of the Company's common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Certain information contained in the definitive proxy statement for the Company's Annual Meeting of Stockholders to be held on May 21, 2015 is incorporated by reference into Part III hereof.

TABLE OF CONTENTS

		Page
Part 1		
Item 1.	Business	1
Item 1A.	Risk Factors	9
Item 1B.	Unresolved Staff Comments	17
Item 2.	Properties	17
Item 3.	Legal Proceedings	18
Item 4.	Mine Safety Disclosures	18
Part II		
Item 5.	Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	19
Item 6.	Selected Financial Data	20
Item 7.	Management's Discussion and Analysis of Financial Condition and Results of Operations	23
Item 7A.	Quantitative and Qualitative Disclosures About Market Risk	37
Item 8.	Financial Statements and Supplementary Data	38
Item 9.	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	39
Item 9A.	Controls and Procedures	39
Item 9B.	Other Information	39
Part III		
Item 10.	Directors, Executive Officers and Corporate Governance	40
Item 11.	Executive Compensation	41
Item 12.	Security Ownership of Certain Beneficial Owners and Management	41
Item 13.	Certain Relationships and Related Transactions and Director Independence	41
Item 14.	Principal Accountant Fees and Services	41
Part IV		
Item 15.	Exhibits and Financial Statement Schedule	42
Signatures		46

PART I

In this report, unless the context requires otherwise, references to "we," "us," "our," "Neenah" or the "Company" are intended to mean Neenah Paper, Inc., its consolidated subsidiaries and predecessor companies.

Item 1. Business

Overview

We are organized into two primary businesses: a performance-based technical products business and a premium fine paper and packaging business (formerly known as the fine paper business). On January 1, 2015, we changed the name of our fine paper business to fine paper and packaging. The name change better reflects the increasing importance, and plans for continued growth, of our premium packaging products.

Our technical products business is a leading international producer of filter media for transportation, water and other markets and saturated and coated substrates for industrial products backings and a variety of other end markets. The business is focused on categories where we believe we are a market leader or have a competitive advantage, including, among others, transportation, water and other filter media, specialty tape, label, abrasive, medical packaging and image transfer and customer-specific applications in furniture veneer backing and durable print and cover applications. Our customers are located in more than 70 countries. In July 2014, we purchased all of the outstanding equity of Crane Technical Materials, Inc. from Crane & Co., Inc. The acquired Crane Technical Materials business provides performance-oriented wet laid nonwovens media for filtration end markets as well as environmental, energy and industrial uses. Our technical products manufacturing facilities are located in Munising, Michigan, Pittsfield, Massachusetts and near Munich and Frankfurt, Germany.

We believe our fine paper and packaging business is the leading supplier of premium printing, packaging and other high end specialty papers in North America. We are also focused on increasing our presence in international markets. Our premium writing, text, cover and specialty papers are used in commercial offset and digital printing and imaging applications for corporate identity packages, invitations, personal stationery, premium labels and luxury packaging. Our bright papers are used in applications such as direct mail, advertising inserts, scrapbooks and marketing collateral. Our products include some of the most recognized and preferred fine paper brands and we enjoy leading market positions in many of our product categories. We sell our products primarily to authorized paper distributors, as well as through converters, specialty businesses and major retail customers. Our fine paper and packaging manufacturing facilities are located in Appleton, Neenah and Whiting, Wisconsin.

Company Structure

Our corporate structure consists of Neenah Paper, Inc., and six direct wholly owned subsidiaries.

Neenah Paper, Inc. is a Delaware corporation that holds our trademarks and patents related to all of our U.S. businesses (except Neenah Paper FVC, Inc), all of our U.S. inventory, the real estate, mills and manufacturing assets associated with our fine paper and packaging operations in Neenah and Whiting, Wisconsin, and all of the equity in our subsidiaries listed below. The common stock of Neenah is publicly traded on the New York Stock Exchange under the symbol "NP."

Neenah Paper Michigan, Inc. is a Delaware corporation and a wholly owned subsidiary of Neenah that owns the real estate, mill and manufacturing assets associated with our U.S. technical products business in Munising, Michigan.

Neenah Paper FVC, LLC is a Delaware limited liability company and wholly owned subsidiary of Neenah that owns all of the equity of Neenah Paper FR, LLC. Neenah Paper FR, LLC is a Delaware limited liability company that owns the real estate, mills and manufacturing assets associated with our fine paper and packaging operation in Appleton, Wisconsin.

Neenah Paper International Holding Company, LLC is a Delaware limited liability company and wholly owned subsidiary of Neenah that owns all of the equity of Neenah Paper International, LLC. Neenah Paper International, LLC is a Delaware limited liability company that owns all of the equity of Neenah Germany GmbH and in conjunction with Neenah Germany GmbH all of the equity of Neenah Services GmbH & Co. KG.

NPCC Holding Company LLC is a Delaware limited liability company and wholly owned subsidiary of Neenah that owns all of the equity of Neenah Paper Company of Canada ("Neenah Canada"). Neenah Canada is a Nova

Scotia unlimited liability corporation that holds certain post-employment liabilities of our former Canadian operations.

Neenah Paper International Finance Company BV is a private company with limited liability organized under the laws of the Netherlands and a wholly owned subsidiary of Neenah that facilitates the financing of our international operations.

Neenah Filtration, LLC is a Delaware limited liability company and wholly owned subsidiary of Neenah that owns all of the equity of Neenah Technical Materials, Inc. ("NTM"). NTM is a Massachusetts corporation that owns all of the real estate, mills and manufacturing assets associated with our technical materials business in Pittsfield. Massachusetts.

History of the Businesses

Neenah was incorporated in April 2004 in contemplation of the spin-off by Kimberly-Clark Corporation ("Kimberly-Clark") of its technical products and fine paper businesses in the United States and its Canadian pulp business (collectively, the "Pulp and Paper Business"). We had no material assets or activities until Kimberly-Clark's transfer to us of the Pulp and Paper business on November 30, 2004. On that date, Kimberly-Clark completed the distribution of all of the shares of our common stock to the stockholders of Kimberly-Clark (the "Spin-Off"). Following the Spin-Off, we are an independent public company and Kimberly-Clark has no ownership interest in us.

Technical Products. In 1952, we purchased what is now our Munising, Michigan mill. Subsequent to the purchase, we converted the mill to produce durable, saturated and coated papers for sale and use in a variety of industrial applications for our technical products business. In October 2006, we purchased the outstanding interests of FiberMark Services GmbH & Co. KG and the outstanding interests of FiberMark Beteiligungs GmbH (collectively "Neenah Germany"). The Neenah Germany assets consist of two mills located near Munich, Germany and a third mill near Frankfurt, Germany, that produce a wide range of products, including transportation, beverage and other filter media, nonwoven wall coverings, masking and other tapes, abrasive backings, and specialized printing and coating substrates.

In July 2014, we purchased all of the outstanding equity of Crane Technical Materials, Inc. from Crane & Co., Inc. for approximately $72 million. The acquired technical materials business provides performance-oriented wet laid nonwovens media for water filtration end markets as well as environmental, energy and industrial uses. The technical materials business has two manufacturing facilities in Pittsfield, Massachusetts.

Fine Paper and Packaging. The fine paper and packaging business was incorporated in 1885 as Neenah Paper Company, which initially operated a single paper mill in Neenah, Wisconsin. We acquired the mill in 1956. In 1981, we purchased an additional mill located in Whiting, Wisconsin to increase the production capacity of the fine paper and packaging business. In the late 1980s and early 1990s, we expanded the capacity of the fine paper and packaging business by building two new paper machines at the Whiting mill, rebuilding two existing paper machines at the Whiting mill and completing a major expansion of the Neenah facility with the installation of a new paper machine, a new finishing center, a new customer service center and a distribution center expansion.

In March 2007, we acquired Fox Valley Corporation (now named Neenah Paper FVC, Inc.), which owned Fox River Paper Company, LLC ("Fox River," now named Neenah Paper FR, LLC). The Fox River assets consisted of four U.S. paper mills and various related assets, producing premium fine papers with well-known brands including STARWHITE®, SUNDANCE®, ESSE® and OXFORD®. In integrating the operations of Fox River with those of our existing fine paper and packaging mills, we closed three of the Fox River paper mills. We closed the Housatonic mill, located near Great Barrington, Massachusetts in May 2007, the fine paper mill located in Urbana, Ohio during the second quarter of 2008 and the fine paper mill located in Ripon, California in May 2009.

In January 2012, we purchased certain premium fine paper brands and other assets from Wausau Paper Mills, LLC, a subsidiary of Wausau Paper Corp. ("Wausau"). In January 2013, we purchased certain premium business paper brands from the Southworth Company ("Southworth").

Former Pulp Operations. At the Spin-Off, our pulp operations consisted of mills located in Terrace Bay, Ontario and Pictou, Nova Scotia and approximately 975,000 acres of related woodlands. We disposed of these mills and woodlands in a series of transactions from 2006 to 2010. In March 2010, we sold approximately 475,000 acres of woodland assets in Nova Scotia, substantially completing our exit from pulp operations.

Business Strategy

Our mission is to create value by improving the image and performance of everything we touch. We expect to create value by growing in specialized niche markets that value performance or image and where we have competitive advantages. In managing our businesses, we believe that achieving and maintaining a leadership position in our markets, responding effectively to customer needs and competitive challenges, employing capital optimally, controlling costs and managing risks are important to our long-term success. Strategies to deliver value include:

Leading in profitable, specialty niche markets — We will increase our participation in niche markets that can provide us with leading positions and value our core competencies in performance-based fiber and non-wovens media production, coating and saturating. Key markets include filtration, specialty backings and technical products, and premium fine paper and packaging.

Increasing our size, growth rate and portfolio diversification — We will invest and focus resources in higher growth specialty markets to grow with customers in new geographies and to enter into adjacent markets that are growing and profitable. We will do this both through organic initiatives that build on our technologies and capabilities, and through acquisitions that fit with our competencies and provide attractive financial returns.

Delivering consistent, attractive returns to our shareholders with disciplined financial management — We will continue to use Return on Invested Capital ("ROIC") as a key metric to evaluate investment decisions, measure our performance, maintain a prudent capital structure and deploy cash flows in ways that can provide value, including direct cash returns to shareholders through a meaningful dividend.

Products

Technical Products. The technical products business is a leading producer of filtration media and durable, saturated and coated substrates for a variety of end uses. In general, our technical products are sold to other manufacturers as key components for their finished products. Several of our key market segments served, including filtration, specialty tape and abrasives, are global in scope. JET-PRO®SofStretch™, KIMDURA®, MUNISING LP®, PREVAIL™, NEENAH®, GESSNER® and varitess® are brands of our technical products business. Our technical products business had net sales of $467 million, $416 million and $407 million in 2014, 2013 and 2012, respectively.

The following is a description of certain key products and markets:

Filtration media for induction air, fuel, oil, and cabin air applications in automotive transportation. Transportation filtration media are sold to suppliers of automotive companies as original equipment on new cars and trucks as well as to the automotive aftermarket, which represents the majority of sales.

Filtration media for water and other industrial end markets. Primary applications include reverse osmosis, nanofiltration, ultrafiltration, pervaporation and vapor permeation, as well as other applications for specialty markets.

Specialty tape including both saturated and unsaturated crepe and flat paper tapes sold to manufacturers to produce finished pressure sensitive products for sale in automotive, transportation, manufacturing, building construction, and industrial general purpose applications, including sales in the consumer-do-it-yourself retail channel.

Finished lightweight abrasive paper is used in the automotive, construction, metal and woodworking industries for both waterproof and dry sanding applications.

Label and tag products made from both saturated base label stock and purchased synthetic base label stock, with coatings applied to allow for high quality variable and digital printing. The synthetic label stock is recognized as a high quality, UV (ultra-violet) stable product used for outdoor applications. Label and tag stock is sold to pressure sensitive coaters, who in turn sell the coated label and tag stock to the label printing community.

Other latex saturated and coated papers for use by a wide variety of manufacturers. Premask paper is used as a protective over wrap for products during the manufacturing process and for applying signs, labeling and other finished products. Medical packaging paper is a polymer impregnated base sheet that provides a breathable sterilization barrier that provides unique properties.

Image transfer papers used to transfer an image from paper to tee shirts, hats, coffee mugs, and other surfaces using a proprietary imaging coating for use in digital printing applications. Decorative components papers used in book covers, stationery and fancy packaging. Other specialty products include clean room papers, durable printing papers, release papers and furniture backers.

Wall covering substrates made from saturated and coated wet-laid nonwovens are marketed to converters serving primarily European commercial and consumer-do-it-yourself markets.

Fine Paper and Packaging. The fine paper and packaging business manufactures and sells world-class branded premium writing, text, cover and specialty papers and envelopes used in corporate identity packages, invitations, personal stationery, premium labels, and luxury packaging. Often these papers are characterized by distinctive colors and textures. Our fine paper and packaging business had net sales of $409 million, $402 million and $373 million in 2014, 2013 and 2012, respectively.

Premium writing papers are used for business and personal stationery, corporate identity packages and similar end-use applications. Market leading writing papers are sold by the fine paper and packaging business under the CLASSIC®, ENVIRONMENT®, CAPITOL BOND®, ROYAL SUNDANCE® and SOUTHWORTH® trademarks, which are denoted by a brand watermark in each sheet of writing paper. Our fine paper and packaging business has an exclusive agreement to manufacture, market and distribute Crane & Co.'s CRANE'S CREST®, CRANE'S BOND®, and CRANE'S LETTRA®, branded fine papers. Our fine paper and packaging business has an exclusive agreement to market and distribute Gruppo Cordenons SpA's SO...SILK®, PLIKE® and STARDREAM® branded fine papers. The fine paper and packaging business also sells private watermarked paper and other specialty writing papers.

Text and cover papers and envelopes are used in applications such as corporate brochures, pocket folders, corporate annual reports, advertising inserts, direct mail, business cards, hang tags, scrapbooks, and a variety of other uses where colors, textured finishes or heavier weight papers are desired. Our brands in this category include CLASSIC®, CLASSIC CREST®, ESSE®, ENVIRONMENT® and ROYAL SUNDANCE®. We also sell a variety of custom colors, paper finishes, and duplex/laminated papers.

Premium packaging and label papers are used for wine, spirits and beer labels, folding cartons, box wrap, bags, hang tags, and stored value cards servicing high-end retail, cosmetics, spirits, and electronics end-use markets.

Bright papers are used in applications such as direct mail, advertising inserts, scrapbooks and marketing collateral. Our brands in this category include ASTROBRIGHTS® and EXACT BRIGHTS®.

The fine paper and packaging business also produces and sells other specialty papers that address a consumer's need for enhanced image such as translucent papers, art papers, papers for optical scanning and other specialized applications.

Markets and Customers

Technical Products. The technical products business sells its products globally into product categories generally used as base materials in the following applications: filtration, component backing materials for manufactured products such as tape and abrasives, and other specialized product uses such as graphics and identification.

Several products (filtration media, wall coverings, abrasives, specialty tapes, labels) are used in markets that are directly affected by economic business cycles. Other market segments such as image transfer papers used in small/home office and consumer applications are relatively stable. Most products are performance-based and require qualification at customers; however, certain categories may also be subject to price competition and the substitution of lower cost substrates in some less demanding applications.

The technical products business relies on a team of direct sales representatives and customer service representatives to market and sell approximately 95 percent of its sales volume directly to customers and converters.

The technical products business has over 500 customers worldwide. The distribution of sales in 2014 was approximately 55 percent in Europe, 30 percent in North America and 15 percent in Latin America and Asia. Customers typically convert and transform base papers and film into finished rolls and sheets by adding adhesives, coatings, and finishes. These transformed products are then sold to end-users.

Sales to the technical products business's three largest customers represented approximately 20 percent of total sales for the segment in 2014. Although a complete loss of any of these customers would cause a temporary

decline in the business's sales volume, the decline could be partially offset by expanding sales to existing customers, and further offset over a several month period with the addition of new customers.

Fine Paper and Packaging. We believe our fine paper and packaging business is the leading supplier of premium writing, text and cover papers, premium packaging papers, bright papers and specialty papers in North America. The text and cover paper segment of the market, used in corporate identification applications, is split between smooth papers and textured papers. Text papers have traditionally been utilized for special, high end collateral material such as corporate brochures, marketing materials and special edition books. Cover papers are primarily used for business cards, pocket folders, brochures and report covers. Our premium packaging business includes other products such as food and beverage labels and high-end packaging materials such as specialty boxes used for luxury retail goods. The stationery segment of the premium fine papers market is divided into cotton and sulphate grades and includes writing papers and envelopes. Bright papers are generally used by consumers for flyers, direct mail and packaging.

The fine paper and packaging business has historically sold its products through our sales and marketing organizations primarily in three channels: authorized paper distributors, as well as through converters and direct sales. With the purchase of the Wausau and Southworth brands, products are also sold into the retail channel through major national retailers. Sales to distributors, including distributor owned paper stores, account for approximately 60 to 65 percent of revenue in the fine paper and packaging business. During 2014, approximately eight percent of the sales of our fine paper and packaging business were exported to markets outside the United States.

Sales to the largest customer of the fine paper and packaging business represented approximately 20 percent of its total sales in 2014. We practice selective sales distribution to improve our ability to control the marketing of our products. Although a complete loss of any of these customers would cause a temporary decline in the business's sales volume, the decline could be partially offset by expanding sales to existing customers, and further offset over a several month period with the addition of new customers.

Concentration. In July 2014, Unisource Worldwide, Inc ("Unisource") and xpedx, formerly owned by International Paper ("xpedx") merged to form Veritiv Corporation. For the years ended December 31, 2014, 2013 and 2012 sales to Unisource and xpedx represented approximately 10 percent of our consolidated net sales and approximately 20 percent of net sales of the fine paper business.

The following tables present further information about our businesses by geographic area (dollars in millions):

	Year Ended December 31,		
	2014	2013	2012
Net sales			
United States	$ 612.0	$ 564.4	$ 543.4
Europe	290.7	280.1	265.4
Consolidated	$ 902.7	$ 844.5	$ 808.8

	December 31,		
	2014	2013	2012
Total Assets			
United States	$ 456.1	$ 365.1	$ 322.5
Canada	0.4	1.0	0.2
Europe	274.1	309.8	288.0
Consolidated	$ 730.6	$ 675.9	$ 610.7

Net sales and total assets are attributed to geographic areas based on the physical location of the selling entities and the physical location of the assets. See Note 13 of Notes to Consolidated Financial Statements "Business Segment and Geographic Information" for information with respect to net sales, profits and total assets by business segment.

Raw Materials

Technical Products. Softwood pulp, specialty pulp and latex are the primary raw materials consumed by our technical products business. The technical products business purchases softwood pulp, specialty pulp and latex

from various suppliers. The technical products business purchases substantially all of its raw material requirements externally. We believe that all of the raw materials for our technical products operations, except for certain specialty latex grades and specialty softwood pulp, are readily available from several sources and that the loss of a single supplier would not cause a shutdown of our manufacturing operations.

Our technical products business acquires all of its specialized pulp requirements from two global suppliers and certain critical specialty latex grades from four suppliers. In general, these supply arrangements are not covered by formal contracts, but represent multi-year business relationships that have historically been sufficient to meet our needs. We expect these relationships to continue to operate in a satisfactory manner in the future. In the event of an interruption of production at any one supplier, we believe that each of these suppliers individually would be able to satisfy our short-term requirements for specialized pulp or specialty latex. In the event of a long-term disruption in our supply of specialized pulp or specialty latex, we believe we would be able to substitute other pulp grades or other latex grades that would allow us to meet required product performance characteristics and incur only a limited disruption in our production. As a result, we do not believe that the substitution of such alternative pulp or latex grades would have a material effect on our operations.

Fine Paper and Packaging. Hardwood pulp is the primary fiber used to produce products of the fine paper and packaging business. Other significant raw material inputs in the production of fine paper and packaging products include softwood pulp, recycled fiber, cotton fiber, dyes and fillers. The fine paper and packaging business purchases all of its raw materials externally. We believe that all of the raw materials for our fine paper and packaging operations, except for certain cotton fiber which represent less than five percent of the total fiber requirements of our fine paper and packaging business, are readily available from several sources and that the loss of a single supplier would not cause a shutdown of our manufacturing operations.

We believe that a partial or total disruption in the production of cotton fibers at our two primary suppliers would increase our reliance on "spot market" purchases with a likely corresponding increase in cost. Since we have the ability to source cotton fiber on the "spot market" if faced with a supply disruption, we would not expect cotton fiber supply issues to have a material effect on our operations.

Energy and Water

The equipment used to manufacture the products of our technical products and fine paper and packaging businesses use significant amounts of energy, primarily electricity, natural gas, oil and coal. We generate substantially all of our electrical energy at the Munising mill and approximately 25 of the electrical energy at our mills in Appleton, Wisconsin and Bruckmühl, Germany. We also purchase electrical energy from external sources, including electricity generated from renewable sources.

Availability of energy is not expected to be a problem in the foreseeable future, but the purchase price of such energy can and likely will fluctuate significantly based on changes in demand and other factors.

An adequate supply of water is needed to manufacture our products. We believe that there is an adequate supply of water for this purpose at each of our manufacturing locations.

Working Capital

Technical Products. The technical products business maintains approximately 25 to 30 days of raw materials and supplies inventories to support its manufacturing operations and approximately 25 to 35 days of finished goods and semi-finished goods inventory to support customer orders for its products. Sales terms in the technical products business vary depending on the type of product sold and customer category. Extended credit terms of up to 120 days are offered to customers located in certain international markets. In general, sales are collected in approximately 45 to 55 days and supplier invoices are paid within 20 to 30 days.

Fine Paper and Packaging. The fine paper and packaging business maintains approximately 10 days of raw material inventories to support its paper making operations and about 55 days of finished goods inventory to fill customer orders. Fine paper and packaging sales terms range between 20 and 30 days with discounts of zero to two percent for customer payments, with discounts of one percent and 20-day terms used most often. Extended credit terms are offered to customers located in certain international markets. Supplier invoices are typically paid within 30 days.

Competition

Technical Products. Our technical products business competes in global markets with a number of large multinational competitors, including Ahlstrom Corporation, Munksjö, ArjoWiggins SAS and Hollingsworth & Vose Company. It also competes in some, but not all, of these segments with smaller regional manufacturers, such as Monadnock Paper Mills, Inc., Expera Specialty Solutions LLC., Potsdam Specialty Paper, Inc. and Paper Line S.p.A. We believe the bases of competition in most of these segments are the ability to design and develop customized product features to meet customer specifications while maintaining quality, customer service and price. We believe our research and development program gives us an advantage in customizing base papers to meet customer needs.

Fine Paper and Packaging. We believe our fine paper and packaging business is the leading supplier of premium printing, packaging and other high end specialty papers in North America. Our fine paper and packaging business also competes globally in the premium segment of the uncoated free sheet market. The fine paper and packaging business competes directly in North America with Mohawk Fine Paper Inc. and other smaller companies. We believe the primary bases of competition for premium fine papers are brand recognition, product quality, customer service, product availability, promotional support and variety of colors and textures. Price also can be a factor particularly for lower quality printing needs that may compete with opaque and offset papers. We have and will continue to invest in advertising and other programs aimed at graphic designers, printers and corporate end-users in order to maintain a high level of brand awareness as well as communicate the advantages of using our products.

Research and Development

Our technical products business maintains research and development laboratories in Feldkirchen-Westerham, Germany, Munising, Michigan and Pittsfield, Massachusetts to support its strategy of developing new products and technologies, and to support growth in its existing product lines and other strategically important markets. In 2014, we consolidated our Roswell, Georgia and Munising, Michigan research and development laboratories at our manufacturing facility in Munising, Michigan to bring our research and development laboratories in closer proximity to our manufacturing operation. We have continually invested in product research and development with spending of $6.4 million in 2014, $6.1 million in 2013 and $5.6 million in 2012.

Intellectual Property

The KIMDURA® and MUNISING LP® trademarks have made a significant contribution to the marketing of synthetic film and clean room papers of the technical products business. The GESSNER® and varitess® trademarks have played an important role in the marketing of Neenah Germany product lines.

We own more than 40 patents and have multiple pending patent applications in the United States, Canada, Western Europe and certain other countries covering image transfer paper, abrasives and medical packaging. We believe our image transfer patents have contributed to establishing the technical products business as a leading supplier of image transfer papers.

We own more than 50 trademarks with registrations in approximately 50 countries. Our fine paper and packaging business has built its market leading reputation on trademarked brands that date back as far as 1908. The CLASSIC® family of brands is one of the most well-known and respected trademarks in the printing and writing industry. The CLASSIC® family includes CLASSIC CREST®, CLASSIC® Laid, CLASSIC® Linen, CLASSIC COLUMNS® and CLASSIC COTTON® papers. Our branded products, which also include the ENVIRONMENT® brand and brands such as STARWHITE®, SUNDANCE® and ESSE®, have played an important role in the marketing of the product lines of the fine paper and packaging business, which are recognized as an industry leader for quality, consistency and printing applications. Our fine paper and packaging business has an exclusive licensing agreements to market and distribute Crane's CRANE'S CREST®, CRANE'S BOND®, CRANE'S LETTRA®, CRANE'S PALETTE™ and CRANE'S® Choice Papers branded fine papers and Gruppo Cordenons SpA's SO...SILK®, PLIKE® and STARDREAM® branded fine papers. In conjunction with the acquisition of the Wausau fine paper business in January 2012, we acquired the ASTROBRIGHTS®, ASTROPARCHE® and ROYAL premium writing, text and cover brands. In conjunction with the acquisition of the Southworth premium business paper business in January 2013, we acquired the SOUTHWORTH® premium business paper brand.

Backlog and Seasonality

Technical Products. In general, sales and profits for the technical products business have been relatively stronger in the first half of the year with reductions in the third quarter due to reduced customer converting schedules and in the fourth quarter due to a reduction in year-end inventory levels by our customers. The order flow for the technical products business is subject to seasonal peaks for several of its products, such as the larger volume grades of specialty tape, abrasives, premask, and label stock used primarily in the downstream finished goods manufacturing process. To assure timely shipments during these seasonal peaks, the technical products business provides certain customers with finished goods inventory on consignment. Historically, consignment sales have represented approximately 15 percent of the technical products business's annual sales. Orders are typically shipped within six to eight weeks of receipt of the order. However, the technical products business periodically experiences periods where order entry levels surge, and order backlogs can increase substantially. Raw materials are purchased and manufacturing schedules are planned based on customer forecasts, current market conditions and individual orders for custom products. The order backlog in the technical products business on December 31, 2014 was approximately $110 million and represented approximately 25 percent of prior year sales. The order backlog in the technical products business on December 31, 2013 was approximately $100 million and represented approximately 25 percent of prior year sales. We have previously filled the order backlog from December 31, 2013 and expect to fill the order backlog from December 31, 2014 within the current fiscal year.

Fine Paper and Packaging. The fine paper and packaging business has historically experienced a steady flow of orders. Orders for stock products are typically shipped within two days, while custom orders are shipped within two to three weeks of receipt. Raw material purchases and manufacturing schedules are planned based on a combination of historical trends, customer forecasts and current market conditions. The order backlogs in the fine paper and packaging business on December 31, 2014 and 2013 were $17.0 million and $22.9 million, respectively, which represent approximately 15 days of sales and 21 days of sales, respectively. The order backlogs from December 31, 2014 and 2013 were filled in the respective following years.

The operating results at each of our businesses are influenced by the timing of our annual maintenance downs, which are generally scheduled in the third quarter.

Employee and Labor Relations

As of December 31, 2014, we had 2,000 regular full-time employees of whom 830 hourly and 395 salaried employees were located in the United States and 490 hourly and 285 salaried employees were located in Germany.

Except for our Pittsfield, Massachusetts mills which are non-union, hourly employees at our U.S. paper mills are represented by the United Steelworkers Union (the "USW"). The collective bargaining agreement between the Whiting, Neenah, Munising and Appleton paper mills and the USW expire on January 31, 2018, June 30, 2018, July 14, 2018 and May 31, 2019, respectively. On pension matters our U.S. paper mills have bargained jointly with the union. The current agreement on pension matters will remain in effect until September 2019.

Approximately 50 percent of salaried employees and 80 percent of hourly employees of Neenah Germany are eligible to be represented by the Mining, Chemicals and Energy Trade Union, Industriegewerkschaft Bergbau, Chemie and Energie (the "IG BCE"). In June 2013, the IG BCE and a national trade association representing all employers in the industry signed a collective bargaining agreement covering union employees of Neenah Germany that expires in June 2015.

We believe we have satisfactory relations with our employees covered by collective bargaining agreements and do not expect the negotiation of new collective bargaining agreements to have a material effect on our results of operations or cash flows.

Environmental, Health and Safety Matters

Our operations are subject to federal, state and local laws, regulations and ordinances relating to various environmental, health and safety matters. Our operations are in compliance with, or we are taking actions designed to ensure compliance with, these laws, regulations and ordinances. However, the nature of our operations exposes us to the risk of claims concerning non-compliance with environmental, health and safety laws or standards, and there can be no assurance that material costs or liabilities will not be incurred in connection with those claims. Except for certain orders issued by environmental, health and safety regulatory agencies with which we believe we are in compliance and which we believe are immaterial to our financial condition, results of

operations and liquidity, we are not currently named as a party in any judicial or administrative proceeding relating to environmental, health and safety matters.

Greenhouse gas ("GHG") emissions have increasingly become the subject of political and regulatory focus. Concern over potential climate change, including global warming, has led to legislative and regulatory initiatives directed at limiting GHG emissions. In addition to certain federal proposals in the United States to regulate GHG emissions, Germany and all the states in which we operate are currently considering GHG legislation or regulations, either individually and/or as part of regional initiatives. While not all are likely to become law it is reasonably possible that additional climate change related mandates will be forthcoming, and it is expected that they may adversely impact our costs by increasing energy costs and raw material prices, requiring operational or equipment modifications to reduce emissions and creating costs to comply with regulations or to mitigate the financial consequences of such compliance.

While we have incurred in the past several years, and will continue to incur, capital and operating expenditures in order to comply with environmental, health and safety laws, regulations and ordinances, we believe that our future cost of compliance with environmental, health and safety laws, regulations and ordinances, and our exposure to liability for environmental, health and safety claims will not have a material effect on our financial condition, results of operations or liquidity. However, future events, such as changes in existing laws and regulations, new legislation to limit GHG emissions or contamination of sites owned, operated or used for waste disposal by us (including currently unknown contamination and contamination caused by prior owners and operators of such sites or other waste generators) may give rise to additional costs which could have a material effect on our financial condition, results of operations or liquidity.

We have planned capital expenditures to comply with environmental, health and safety laws, regulations and ordinances during the period 2015 through 2017 of approximately $1 million to $2 million annually. Our anticipated capital expenditures for environmental projects are not expected to have a material effect on our financial condition, results of operations or liquidity.

AVAILABLE INFORMATION

We are subject to the reporting requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934. As such, we file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission ("SEC"). Our SEC filings are available to the public on the SEC's web site at www.sec.gov. You may also read and copy any document we file at the SEC's Public Reference Room located at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room. Our common stock is traded on the New York Stock Exchange under the symbol NP. You may inspect the reports, proxy statements and other information concerning us at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

Our web site is www.neenah.com. Information on our web site is not incorporated by reference in this document. Our reports on Form 10-K, Form 10-Q and Form 8-K, as well as amendments to those reports, are and will be available free of charge on our web site as soon as reasonably practicable after we file or furnish such reports with the SEC. In addition, you may request a copy of any of these reports (excluding exhibits) at no cost upon written request to us at: Investor Relations, Neenah Paper, Inc., 3460 Preston Ridge Road, Suite 600, Alpharetta, Georgia 30005.

Item 1A. Risk Factors

You should carefully consider each of the following risks and all of the other information contained in this Annual Report on Form 10-K. Some of the risks described below relate principally to our business and the industry in which we operate, while others relate principally to our indebtedness. The remaining risks relate principally to the securities markets generally and ownership of our common stock.

Our business, financial condition, results of operations or liquidity could be materially affected by any of these risks, and, as a result, the trading price of our common stock could decline. The risks described below are not the only ones we face. Additional risks not presently known to us or that we currently deem immaterial may also impair our business operations.

Risks Related to Our Business and Industry

Our business will suffer if we are unable to effectively respond to decreased demand for some of our products due to conditions in the global economy or secular pressures in some markets.

We have experienced and may experience in the future decreased demand for some of our products due to slowing or negative global economic growth, uncertainty in credit markets, declining consumer and business confidence, fluctuating commodity prices, increased unemployment and other challenges affecting the global economy. Parts of our fine paper and packaging business are subject to electronic substitution. In addition, our customers may experience deterioration of their businesses, cash flow shortages, and difficulty obtaining financing. If we are unable to implement business strategies to effectively respond to decreased demand for our products, our financial position, cash flows and results of operations would be adversely affected.

Changes in international conditions generally, and particularly in Germany, could adversely affect our business and results of operations.

Our operating results and business prospects could be adversely affected by risks related to the countries outside the United States in which we have manufacturing facilities or sell our products, including Germany, the Eurozone and elsewhere. Downturns in economic activity, adverse tax consequences, fluctuations in the value of local currency versus the U.S. dollar, or any change in social, political or labor conditions in any of these countries or regions could negatively affect our financial results.

For example, the European sovereign debt crisis has negatively affected economic conditions in Europe and globally. We have significant operations and financial relationships based in Europe and in Germany in particular. Historically more than 40 percent of our sales have been to customers in Europe. If the European sovereign debt crisis continues or deepens, economic conditions in Europe may further deteriorate. In that case, our business in Europe and elsewhere, as well as the businesses of our customers and suppliers, may be adversely affected.

Our businesses are significantly dependent on sales to their largest customers.

Sales to the largest customer of the fine paper and packaging business represented approximately 20 percent the segment's total sales for 2014. Sales to the three largest customers of the technical products business represented approximately 20 percent of total sales for the segment in 2014. A significant loss of business from any of our major fine paper and packaging or technical products customers may have a material adverse effect on our financial condition, results of operations and liquidity. We are also subject to credit risk associated with our customer concentration. If one or more of our largest fine paper and packaging or technical products customers were to become bankrupt, insolvent or otherwise were unable to pay for services provided, we may incur significant write-offs of accounts receivable.

The availability of and prices for raw materials and energy will significantly impact our business.

We purchase a substantial portion of the raw materials and energy necessary to produce our products on the open market, and, as a result, the price and other terms of those purchases are subject to change based on factors such as worldwide supply and demand and government regulation. We do not have significant influence over our raw material or energy prices and our ability to pass increases in those prices along to purchasers of our products may be challenged, unless those increases coincide with increased demand for the product. Therefore, raw material or energy prices could increase at the same time that prices for our products are steady or decreasing. In addition, we may not be able to recoup other cost increases we may experience, such as those resulting from inflation or from increases in wages or salaries or increases in health care, pension or other employee benefits costs, insurance costs or other costs.

Our technical products business acquires all of its specialized pulp requirements from two global suppliers and certain critical specialty latex grades from four suppliers. In general, these supply arrangements are not covered by formal contracts, but represent multi-year business relationships that have historically been sufficient to meet our needs. We expect these relationships to continue to operate in a satisfactory manner in the future. In the event of an interruption of production at any one supplier, we believe that each of these suppliers individually would be able to satisfy our short-term requirements for specialized pulp or specialty latex. In the event of a long-term disruption in our supply of specialized pulp or specialty latex, we believe we would be able to substitute other pulp grades or other latex grades that would allow us to meet required product performance characteristics and incur only a limited disruption in our production.

Our fine paper and packaging business acquires a substantial majority of the cotton fiber used in the production of certain branded bond paper products pursuant to annual agreements with two North American producers. The balance of our cotton fiber requirements are acquired through "spot market" purchases from a variety of other producers. We believe that a partial or total disruption in the production of cotton fibers at our two primary suppliers would increase our reliance on "spot market" purchases with a likely corresponding increase in cost.

Our operating results are likely to fluctuate.

Our operating results are subject to substantial quarterly and annual fluctuations due to a number of factors, many of which are beyond our control. Operating results could be adversely affected by general economic conditions causing a downturn in the market for paper products. Additional factors that could affect our results include, among others, changes in the market price of pulp, the effects of competitive pricing pressures, production capacity levels and manufacturing yields, availability and cost of products from our suppliers, the gain or loss of significant customers, our ability to develop, introduce and market new products and technologies on a timely basis, changes in the mix of products produced and sold, seasonal customer demand, the relative strength of the Euro versus the U.S. dollar, increasing interest rates and environmental costs. The timing and effect of the foregoing factors are difficult to predict, and these or other factors could materially adversely affect our quarterly or annual operating results.

We face many competitors, several of which have greater financial and other resources.

We face competition in each of our business segments from companies that produce the same type of products that we produce or that produce lower priced alternative products that customers may use instead of our products. Some of our competitors have greater financial, sales and marketing, or research and development resources than we do. Greater financial resources and product development capabilities may also allow our competitors to respond more quickly to new opportunities or changes in customer requirements.

We cannot be certain that our tax planning strategies will be effective and that our net operating losses ("NOLs") and research and development tax credits will continue to be available to offset our tax liability.

We are continuously undergoing examination by the Internal Revenue Service (the "IRS") as well as taxing authorities in various state and foreign jurisdictions in which we operate. The IRS and other taxing authorities routinely challenge certain deductions and credits reported on our income tax returns.

As of December 31, 2014, we had $5.2 million of U.S. Federal and $64.4 million of U.S. State tax NOLs which may be used to offset taxable income in the future. In order to utilize the NOLs, we must generate consolidated taxable income. If not used, substantially all of the NOLs will expire in various amounts between 2020 and 2030. In addition, we had $31.4 million of U.S. federal and state research and development credits ("R&D Credits") which, if not used, will expire between 2025 and 2034 for the U.S. federal R&D Credits and between 2017 and 2029 for the state R&D Credits.

In accordance with Accounting Standards Codification ("ASC") Topic 740, *Income Taxes* ("ASC Topic 740"), as of December 31, 2014, we have recorded a liability of $7.0 million for uncertain tax positions where we believe it is "more likely than not" that the benefit reported on our income tax return will not be realized. There can be no assurance, however, that the actual amount of unrealized deductions will not exceed the amounts we have recognized for uncertain tax positions.

We have significant obligations for pension and other postretirement benefits.

We have significant obligations for pension and other postretirement benefits which could require future funding beyond that which we have funded in the past or which we currently anticipate. At December 31, 2014, our projected pension benefit obligations were $353.3 million and exceeded the fair value of pension plan assets by $65.0 million. In 2014, we made total contributions to qualified pension trusts of $24.5 million. In addition, during 2014 we paid pension benefits for unfunded qualified and supplemental retirement plans of $2.3 million. At December 31, 2014, our projected other postretirement benefit obligations were $40.8 million. No assets have been set aside to satisfy our other postretirement benefit obligations. In 2014, we made payments for postretirement benefits other than pensions of $3.8 million. A material increase in funding requirements or benefit payments could have a material effect on our cash flows.

The outcome of legal actions and claims may adversely affect us.

We are involved in legal actions and claims arising in the ordinary course of our business. The outcome of such legal actions and claims against us cannot be predicted with certainty. Legal actions and claims against us could have a material effect on our financial condition, results of operations and liquidity.

Labor interruptions would adversely affect our business.

Except for our Pittsfield, Massachusetts mills which are non-union, substantially all of our hourly employees are unionized. In addition, some key customers and suppliers are also unionized. Strikes, lockouts or other work stoppages or slowdowns involving our unionized employees could have a material effect on us.

Future dividends on our common stock may be restricted or eliminated.

Dividends are declared at the discretion of our Board of Directors, and future dividends will depend on our future earnings, cash flow, financial requirements and other factors. Our ability to pay cash dividends on our common stock is limited under the terms of both our bank credit agreement and the indenture for our $175 million of eight-year senior notes due November 2021 (the "2021 Senior Notes"). As of December 31, 2014, under the most restrictive terms of the indenture for the 2021 Senior Notes, our ability to pay cash dividends on our common stock is limited to a total of $25 million in a 12-month period. There can be no assurance that we will continue to pay dividends in the future.

If we have a catastrophic loss or unforeseen or recurring operational problems at any of our facilities, we could suffer significant lost production and/or cost increases.

Our technical products and fine paper and packaging businesses may suffer catastrophic loss due to fire, flood, terrorism, mechanical failure, or other natural or man-made events. If any of our facilities were to experience a catastrophic loss, it could disrupt our operations, delay production, delay or reduce shipments, reduce revenue, and result in significant expenses to repair or replace the facility. These expenses and losses may not be adequately covered by property or business interruption insurance. Even if covered by insurance, our inability to deliver our products to customers, even on a short-term basis, may cause us to lose market share on a more permanent basis.

Fluctuations in currency exchange rates could adversely affect our results.

Exchange rate fluctuations for the Euro do not have a material effect on the operations or cash flows of our German technical products business. Our German technical products business incurs most of its costs and sells most of its production in Europe and, therefore, its operations and cash flows are not materially affected by changes in the exchange rate of the Euro relative to the U.S. dollar. Changes in the Euro exchange rate relative to the U.S. dollar will, however, have an effect on our balance sheet and reported results of operations. See "Quantitative and Qualitative Disclosures About Market Risk — Foreign Currency Risk."

In addition, because we transact business in other foreign countries, some of our revenues and expenses are denominated in a currency other than the local currency of our operations. As a result, changes in exchange rates between the currency in which the transaction is denominated and the local currency of our operations into which the transaction is being recorded can impact the amount of local currency recorded for such transaction. This can result in more or less local currency revenues or costs related to such transaction, and thus have an effect on our reported sales and income before income taxes.

Our activities are subject to extensive government regulation, which could increase our costs, cause us to incur liabilities and adversely affect the manufacturing and marketing of our products.

Our operations are subject to federal, state and local laws, regulations and ordinances in the United States and Germany relating to various environmental, health and safety matters. The nature of our operations requires that we invest capital and incur operating costs to comply with those laws, regulations and ordinances and exposes us to the risk of claims concerning non-compliance with environmental, health and safety laws or standards. We cannot assure that significant additional expenditures will not be required to maintain compliance with, or satisfy potential claims arising from, such laws, regulations and ordinances. Future events, such as changes in existing laws and regulations or contamination of sites owned, operated or used for waste disposal by us (including currently unknown contamination and contamination caused by prior owners and operators of such sites or other waste

generators) may give rise to additional costs that could require significantly higher capital expenditures and operating costs, which would reduce the funds otherwise available for operations, capital expenditures, future business opportunities or other purposes.

We are subject to risks associated with possible climate change legislation and various cost and manufacturing issues associated with such legislation.

GHG emissions have increasingly become the subject of political and regulatory focus. Concern over potential climate change, including global warming, has led to legislative and regulatory initiatives directed at limiting GHG emissions. In addition to certain federal proposals in the United States to regulate GHG emissions, Germany and all the states in which we operate are currently considering GHG legislation or regulations, either individually and/or as part of regional initiatives. While not all are likely to become law it is reasonably possible that additional climate change related mandates will be forthcoming, and it is expected that they may adversely impact our costs by increasing energy costs and raw material prices, requiring operational or equipment modifications to reduce emissions and creating costs to comply with regulations or to mitigate the financial consequences of compliance.

Risks Relating to Our Indebtedness

We may not be able to fund our future capital requirements internally or obtain third-party financing.

We may be required or choose to obtain additional debt or equity financing to meet our future working capital requirements, as well as to fund capital expenditures and acquisitions. To the extent we must obtain financing from external sources to fund our capital requirements, we cannot guarantee financing will be available on favorable terms, if at all. As of December 31, 2014, we have required debt payments of $1.4 million during the year ending December 31, 2015.

We may not be able to generate sufficient cash flow to meet our debt obligations, including the 2021 Senior Notes.

Our ability to make scheduled payments or to refinance our obligations with respect to the 2021 Senior Notes, our other debt and our other liabilities will depend on our financial and operating performance, which, in turn, is subject to prevailing economic conditions and to certain financial, business and other factors beyond our control. If our cash flow and capital resources are insufficient to fund our debt obligations and other liabilities, we could face substantial liquidity problems and may be forced to reduce or delay scheduled expansions and capital expenditures, sell material assets or operations, obtain additional capital or restructure our debt. We cannot assure that our operating performance, cash flow and capital resources will be sufficient to repay our debt in the future. In the event that we are required to dispose of material assets or operations or restructure our debt to meet our debt and other obligations, we can make no assurances as to the terms of any such transaction or how quickly any such transaction could be completed.

If we cannot make scheduled payments on our debt, we will be in default and, as a result:

- our debt holders could declare all outstanding principal and interest to be due and payable;
- our senior secured lenders could terminate their commitments and commence foreclosure proceedings against our assets; and
- we could be forced into bankruptcy or liquidation.

If our operating performance declines in the future or we breach our covenants under our revolving credit facility, we may need to obtain waivers from the lenders under our revolving credit facility to avoid being in default. We may not be able to obtain these waivers. If this occurs, we would be in default under our revolving credit facility.

We have significant indebtedness which subjects us to restrictive covenants relating to the operation of our business.

As of December 31, 2014, we had $175 million of 2021 Senior Notes, $48.7 million in revolving credit borrowings at Neenah Germany and $10.6 million of project financing outstanding. In addition, availability under our bank credit agreement was approximately $146 million. Our leverage could have important consequences. For example, it could:

- make it difficult for us to satisfy our financial obligations, including making scheduled principal and interest payments on the 2021 Senior Notes and our other indebtedness;
- place us at a disadvantage to our competitors;

- require us to dedicate a substantial portion of our cash flow from operations to service payments on our indebtedness, thereby reducing funds available for other purposes;
- increase our vulnerability to a downturn in general economic conditions or the industry in which we operate;
- limit our ability to obtain additional financing for working capital, capital expenditures, acquisitions and general corporate and other purposes; and
- limit our ability to plan for and react to changes in our business and the industry in which we operate.

The terms of our indebtedness, including our bank credit agreement and the indenture governing the 2021 Senior Notes, contain covenants restricting our ability to, among other things, incur certain additional debt, make specified restricted payments, pay dividends, authorize or issue capital stock, enter into transactions with our affiliates, consolidate or merge with or acquire another business, sell certain of our assets or liquidate, dissolve or wind-up our company. As of December 31, 2014, under the most restrictive terms of our debt agreements, our ability to pay cash dividends on our common stock is limited to a total of $25 million in a 12-month period.

In addition, our bank credit agreement contains covenants with which we must comply during the term of the agreement. Among other things, such covenants restrict the our ability to incur certain debt, incur or create certain liens, make specified restricted payments, authorize or issue capital stock, enter into transactions with our affiliates, consolidate, merge with or acquire another business, sell certain of their assets, or dissolve or wind up. In addition, if the aggregate availability under our revolving credit facilities is less than the greater of (i) $25 million and (ii) 12.5% of the maximum aggregate commitments under our revolving credit facilities as then in effect, we will be subject to increased reporting obligations and controls until such time as availability is more than the greater of (a) $35 million and (b) 17.5% of the maximum aggregate commitments under our revolving credit facilities as then in effect.

If aggregate availability under our revolving credit facilities is less than the greater of (i) $20 million and (ii) 10% of the maximum aggregate commitments under our revolving credit facilities as then in effect, we are required to comply with a fixed charge coverage ratio (as defined in our bank credit agreement) of not less than 1.1 to 1.0 for the preceding four-quarter period, tested as of the end of each quarter. Such compliance, once required, would no longer be necessary once (x) aggregate availability under our revolving credit facilities exceeds the greater of (i) 17.5% of the aggregate commitment for our revolving credit facilities and (ii) $35 million for 60 consecutive days and (y) no default or event of default has occurred and is continuing during such 60-day period. As of December 31, 2014, aggregate availability under our revolving credit facilities exceeded the minimum required amount, and we are not required to comply with such fixed charge coverage ratio.

Our revolving credit facilities accrue interest at variable rates. As of December 31, 2014, we had $48.7 million of revolving credit borrowings outstanding. We may reduce our exposure to rising interest rates by entering into interest rate hedging arrangements, although those arrangements may result in us incurring higher interest expenses than we would incur without the arrangements. If interest rates increase in the absence of such arrangements, we will need to dedicate more of our cash flow from operations to make payments on our debt. For more information on our liquidity, see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources."

Our failure to comply with the covenants contained in our revolving credit facility or the indenture governing the 2021 Senior Notes could result in an event of default that could cause acceleration of our indebtedness.

Our failure to comply with the covenants and other requirements contained in the indenture governing the 2021 Senior Notes, our revolving credit facility or our other debt instruments could cause an event of default under the relevant debt instrument. The occurrence of an event of default could trigger a default under our other debt instruments, prohibit us from accessing additional borrowings and permit the holders of the defaulted debt to declare amounts outstanding with respect to that debt to be immediately due and payable. Our assets or cash flows may not be sufficient to fully repay borrowings under our outstanding debt instruments, and we may be unable to refinance or restructure the payments on indebtedness on favorable terms, or at all.

Despite our indebtedness levels, we and our subsidiaries may be able to incur substantially more indebtedness, which may increase the risks created by our substantial indebtedness.

Because the terms of our bank credit agreement and the indenture governing the 2021 Senior Notes do not fully prohibit us or our subsidiaries from incurring additional indebtedness, we and our subsidiaries may be able to incur substantial additional indebtedness in the future, some of which may be secured. If we or any of our subsidiaries incur additional indebtedness, the related risks that we and they face may intensify.

Our bank credit agreement is secured by a majority of our assets.

Our bank credit agreement is secured by a majority of our assets. Availability under our bank credit agreement will fluctuate over time depending on the value of our inventory, receivables and various capital assets. An extended work stoppage or decline in sales volumes would result in a decrease in the value of the assets securing the bank credit agreement. A reduction in availability under the bank credit agreement could have a material effect on our liquidity.

Changes in credit ratings issued by nationally recognized statistical rating organizations could adversely affect our cost of financing and have an adverse effect on the market price of our securities.

Our debt currently has a non-investment grade rating, and there can be no assurance that any rating assigned by the rating agencies will remain for any given period of time or that a rating will not be lowered or withdrawn entirely by a rating agency if, in that rating agency's judgment, future circumstances relating to the basis of the rating, such as adverse changes, so warrant. A lowering or withdrawal of the ratings assigned to our debt securities by rating agencies may increase our future borrowing costs and reduce our access to capital, which could have a material adverse impact on our financial condition and results of operations.

We depend on our subsidiaries to generate cash flow to meet our debt service obligations, including payments on the 2021 Senior Notes.

We conduct a substantial portion of our business through our subsidiaries. Consequently, our cash flow and ability to service our debt obligations, including the 2021 Senior Notes, depend upon the earnings of our subsidiaries and the distribution of those earnings to us, or upon loans, advances or other payments made by these entities to us. The ability of these entities to pay dividends or make other payments or advances to us will be subject to applicable laws and contractual restrictions contained in the instruments governing their debt, including our revolving credit facility and the indenture governing the 2021 Senior Notes. These limitations are also subject to important exceptions and qualifications.

The ability of our subsidiaries to generate sufficient cash flow from operations to allow us to make scheduled payments on our debt, including the 2021 Senior Notes, will depend upon their future financial performance, which will be affected by a range of economic, competitive and business factors, many of which are outside of our control as well as their ability to repatriate cash to us. If our subsidiaries do not generate sufficient cash flow from operations to help us satisfy our debt obligations, including payments on the 2021 Senior Notes, or if they are unable to distribute sufficient cash flow to us, we may have to undertake alternative financing plans, such as refinancing or restructuring our debt, selling assets, reducing or delaying capital expenditures or seeking to raise additional capital. Refinancing may not be possible, and any assets may not be saleable, or, if sold, we may not realize sufficient amounts from those sales. Additional financing may not be available on acceptable terms, if at all, or we may be prohibited from incurring it, if available, under the terms of our various debt instruments then in effect. Our inability to generate sufficient cash flow to satisfy our debt obligations or to refinance our obligations on commercially reasonable terms would have an adverse effect on our business, financial condition and results of operations, as well as on our ability to satisfy our obligations on the 2021 Senior Notes.

FORWARD-LOOKING STATEMENTS

Certain statements in this Annual Report on Form 10-K may constitute "forward-looking" statements as defined in Section 27A of the Securities Act of 1933 (the "Securities Act"), Section 21E of the Securities Exchange Act of 1934 (the "Exchange Act"), the Private Securities Litigation Reform Act of 1995 (the "PSLRA"), or in releases made by the SEC, all as may be amended from time to time. Statements contained in this Annual Report on Form 10-K that are not historical facts may be forward-looking statements within the meaning of the PSLRA. Any such forward-looking statements reflect our beliefs and assumptions and are based on information currently available to us. Forward-looking statements are only predictions and involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. These cautionary statements are being made pursuant to the Securities Act, the Exchange Act and the PSLRA with the intention of obtaining the benefits of the "safe harbor" provisions of such laws. The Company cautions investors that any forward-looking statements we make are not guarantees or indicative of future performance. For additional information regarding factors that may cause our results of operations to differ materially from those presented herein, please see "Risk Factors" contained in this Annual Report on Form 10-K and as are detailed from time to time in other reports we file with the SEC.

You can identify forward-looking statements as those that are not historical in nature, particularly those that use terminology such as "may," "will," "should," "expect," "anticipate," "contemplate," "estimate," "believe," "plan," "project," "predict," "potential" or "continue," or the negative of these, or similar terms. In evaluating these forward-looking statements, you should consider the following factors, as well as others contained in our public filings from time to time, which may cause our actual results to differ materially from any forward-looking statement:

- changes in market demand for our products due to global economic conditions;
- fluctuations in (i) exchange rates (in particular changes in the U.S. dollar/Euro currency exchange rates) and (ii) interest rates;
- increases in commodity prices, (particularly for pulp, energy and latex) due to constrained global supplies or unexpected supply disruptions;
- the availability of raw materials and energy;
- the competitive environment;
- capital and credit market volatility and fluctuations in global equity and fixed-income markets;
- unanticipated expenditures related to the cost of compliance with environmental and other governmental regulations;
- our ability to control costs and implement measures designed to enhance operating efficiencies;
- the loss of current customers or the inability to obtain new customers;
- increases in the funding requirements for our pension and postretirement liabilities;
- changes in asset valuations including write-downs of assets including property, plant and equipment; inventory, accounts receivable, deferred tax assets or other assets for impairment or other reasons;
- our existing and future indebtedness;
- our net operating losses may not be available to offset our tax liability and other tax planning strategies may not be effective;
- strikes, labor stoppages and changes in our collective bargaining agreements and relations with our employees and unions;
- other risks that are detailed from time to time in reports we file with the SEC; and
- other factors described under "Risk Factors".

You are cautioned not to unduly rely on such forward-looking statements, which speak only as of the date made, when evaluating the information presented in this information statement.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Our principal executive offices are located in Alpharetta, Georgia, a suburb of Atlanta, Georgia, and we operate research and development laboratories in Munising, Michigan and Pittsfield, Massachusetts. We own and operate six paper mills in the United States that produce printing and writing, text, cover, durable saturated and coated substrates and other specialty papers for a variety of end uses. We own and operate three paper mills in Germany that produce transportation and other filter media, wall coverings and durable and saturated substrates.

We believe that each of these facilities is adequately maintained and is suitable for conducting our operations and business. We manage machine operating schedules at our manufacturing locations to fulfill customer orders in a timely manner and control inventory levels.

As of December 31, 2014, following are the locations of our principal facilities and operating equipment and the products produced at each location. All the facilities are owned by us, except as otherwise noted:

Location	Equipment/Resources	Products
Fine Paper and Packaging Segment		
Appleton Mill Appleton, Wisconsin	Two paper machines; paper finishing equipment	Printing and writing, text, cover and other specialty papers
Converting Center Neenah, Wisconsin	Paper finishing equipment	Printing and writing, text, cover and other specialty papers
Neenah Mill Neenah, Wisconsin	Two paper machines; paper finishing equipment	Printing and writing, text, cover and other specialty papers
Whiting Mill Whiting, Wisconsin	Four paper machines; paper finishing equipment	Printing and writing, text, cover and other specialty papers
Technical Products Segment		
Munising Mill Munising, Michigan	Two paper machines; two off line saturators; two off line coaters; specialty finishing equipment	Tapes, abrasives, premask, medical packaging and other durable, saturated and coated substrates
Pittsfield Mills Pittsfield, Massachusetts	Three paper machines; eight calenders; two rewinders	Reverse osmosis filtration and glass applications
Bruckmühl Mill Bruckmühl, Germany	One paper machine; two saturator/coaters; finishing equipment	Masking tape backings and abrasive backings
Lahnstein Mill Lahnstein, Germany	One paper machine; three impregnating and coating machines; two calendars; finishing equipment	Nonwoven wall coverings, printing media and durable substrates
Weidach Mill Feldkirchen-Westerham, Germany	Two paper machines; three saturators; one laminator; three meltblown machines; specialty finishing equipment	Transportation filtration and other industrial filter media

See Note 6 of Notes to Consolidated Financial Statements, "Debt" for a description of the material encumbrances attached to the properties described in the table above.

Capacity Utilization

Paper machines in our manufacturing facilities generally operate on a combination of five or seven-day schedules to meet demand. We are not constrained by input factors and the maximum operating capacity of our

manufacturing facilities is calculated based on operating days to account for variations in mix and different units of measure between assets. Due to required maintenance downtime and contract holidays, the maximum number of operating days is defined as 350 days per year. We generally expect to utilize approximately 85 to 95 percent of our maximum operating capacity. The following table presents our percentage utilization of maximum operating capacity by segment:

	Year Ended December 31,		
	2014	2013	2012
Technical Products	88%	88%	88%
Fine Paper and Packaging (1)	86%	86%	85%

(1) The Index, Tag and Vellum Bristol product lines acquired from Wausau in January 2012 are manufactured in our Fine Paper and Packaging mills and the percentage of maximum capacity utilization for the Fine Paper and Packaging segment includes such production.

As of December 31, 2014, following are the locations of our owned and leased office and laboratory space and the functions performed at each location.

Administrative Location	Office/Other Space	Function
Alpharetta, Georgia	Leased Office Space	Corporate Headquarters and Administration
Munising, Michigan	Owned Laboratory Space	Research and Development for our paper businesses
Pittsfield, Massachusetts	Owned Laboratory Space	Research and Development for the acquired technical materials business
Feldkirchen-Westerham, Germany	Owned Laboratory Space	Research and Development for our technical product businesses
Neenah and Appleton, Wisconsin	Owned Office Space	Administration
Pittsfield, Massachusetts	Owned Office Space	Administration

Item 3. Legal Proceedings

Litigation

We are involved in certain legal actions and claims arising in the ordinary course of business. While the outcome of these legal actions and claims cannot be predicted with certainty, it is the opinion of management that the outcome of any such claim which is pending or threatened, either individually or on a combined basis, will not have a material effect on our consolidated financial condition, results of operations or liquidity.

Income Taxes

We are continuously undergoing examination by the IRS as well as various state and foreign jurisdictions. The IRS and other taxing authorities routinely challenge certain deductions and credits we report on our income tax returns.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Neenah common stock is listed on the New York Stock Exchange and is traded under the ticker symbol NP. Trading, as reported on the New York Stock Exchange, Inc. Composite Transactions Tape, and dividend information follows:

	Common Stock Market Price		Dividends Declared
	High	Low	
2014			
Fourth quarter	$ 61.79	$ 51.33	$ 0.27
Third quarter	$ 57.31	$ 49.62	$ 0.27
Second quarter	$ 53.87	$ 47.82	$ 0.24
First quarter	$ 51.72	$ 40.64	$ 0.24
2013			
Fourth quarter	$ 44.31	$ 37.50	$ 0.20
Third quarter	$ 40.38	$ 31.80	$ 0.20
Second quarter	$ 32.35	$ 27.44	$ 0.15
First quarter	$ 32.57	$ 27.70	$ 0.15

Dividends are declared at the discretion of the Board of Directors, and future dividends will depend on our future earnings, cash flow, financial requirements and other factors. Our ability to pay cash dividends on our common stock is limited under the terms of both our bank credit agreement and our 2021 Senior Notes. As of December 31, 2014, under the most restrictive terms of our debt agreements, our ability to pay cash dividends on our common stock is limited to a total of $25 million in a 12-month period. For the year ended December 31, 2014 we paid cash dividends of $1.02 per common share or $17.1 million. For the year ended December 31, 2013 we paid cash dividends of $0.70 per common share or $11.5 million. In November 2014, our Board of Directors approved an 11 percent increase in the annual dividend rate on our common stock to $1.20 per share. The dividend is scheduled to be paid in four equal quarterly installments beginning in March 2015.

As of February 13, 2015, Neenah had approximately 1,600 holders of record of its common stock. The closing price of Neenah's common stock on February 13, 2015 was $62.15.

Purchases of Equity Securities:

The following table sets forth certain information regarding purchases of our common stock during the fourth quarter of 2013.

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (b)	Approximate Dollar Value of Shares that May Yet Be Purchased Under Publicly Announced Plans or Programs
October 2014	15,000	$ 52.17	14,800	$ 23,841,000
November 2014	—	—	—	$ 23,841,000
December 2014(a)	53,200	$ 60.27	—	$ 23,841,000

(a) Transactions represent the purchase of vested restricted shares from employees to satisfy minimum tax withholding requirements upon vesting of stock-based awards. None of these transactions were made in the open market. The average price paid is based upon the closing sales price on the New York Stock Exchange on the date of the transaction. Such purchases are held as treasury shares. See Note 8 of Notes to Consolidated Financial Statements, "Stock Compensation Plans."

(b) On May 22, 2014, our Board of Directors authorized a program that would allow for the purchase of up to $25 million of outstanding common stock through May 21, 2015.

Equity Compensation Plan Information

The following table summarizes information about outstanding options, share appreciation rights and restricted stock units and shares reserved for future issuance under our existing equity compensation plans as of December 31, 2014.

Plan Category	(a) Number of securities to be issued upon exercise of outstanding options, warrants, and rights	(b) Weighted-average exercise price of outstanding options, warrants, and rights(1)	(c) Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by security holders	(2) 587,000(3)	$ 26.49	1,675,000
Equity compensation plans not approved by security holders	—	—	—
Total	587,000	$ 26.49	1,675,000

(1) The weighted-average exercise price of outstanding options, warrants and rights does not take into account restricted stock units since they do not have an exercise price.

(2) Includes (i) 374,500 shares issuable upon the exercise of outstanding options and stock appreciation rights ("SARs"), (ii) 107,200 shares issuable following the vesting and conversion of outstanding performance share unit awards, and (iii) 105,300 shares issuable upon the vesting and conversion of outstanding restricted stock units, all as of December 31, 2014.

As of December 31, 2014, we had an aggregate of 604,000 stock options and SARs outstanding. The weighted average exercise price of the stock options and SARs was $26.49 per share and the remaining contractual life of such awards was 6.3 years.

(3) Includes 282,200 shares that would be issued upon the assumed exercise of 511,700 SARs at the $60.27 per share closing price of our common stock on December 31, 2015.

Item 6. Selected Financial Data

The following table sets forth our selected historical financial and other data. You should read the information set forth below in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our historical consolidated financial statements and the notes to those consolidated financial statements included elsewhere in this Annual Report. The statement of operations data for the years ended December 31, 2014, 2013 and 2012 and the balance sheet data as of December 31, 2014 and 2013 set forth below are derived from our audited historical consolidated financial statements included elsewhere in this Annual Report on Form 10-K. The balance sheet data as of December 31, 2012, 2011 and 2010 and the statement of operations

data for the years ended December 31, 2011 and 2010 set forth below are derived from our historical consolidated financial statements not included in this Annual Report on Form 10-K.

	Year Ended December 31,				
	2014	2013	2012	2011	2010
	(Dollars in millions, except per share data)				
Consolidated Statement of Operations Data					
Net sales	$ 902.7	$ 844.5	$ 808.8	$ 696.0	$ 657.7
Cost of products sold	725.5	678.9	649.7	570.6	537.7
Gross profit	177.2	165.6	159.1	125.4	120.0
Selling, general and administrative expenses	83.2	79.4	77.4	68.2	69.3
Integration/restructuring costs (a)	2.9	0.6	5.8	—	—
Pension plan settlement charge (b)	3.5	0.2	3.5	—	—
Loss on early extinguishment of debt (c)	0.2	0.5	0.6	2.4	—
Loss (gain) on closure and sale of the Ripon Mill (d)	—	—	—	—	(3.4)
Other (income) expense — net	(0.1)	1.1	1.4	(1.8)	(1.0)
Operating income	87.5	83.8	70.4	56.6	55.1
Interest expense — net	11.1	11.0	13.4	15.3	20.3
Income from continuing operations before income taxes	76.4	72.8	57.0	41.3	34.8
Provision for income taxes	7.7	23.4	17.1	12.0	9.8
Income from continuing operations	68.7	49.4	39.9	29.3	25.0
Income (loss) from discontinued operations, net of taxes (f)	—	2.6	4.4	(0.2)	134.1
Net income	$ 68.7	$ 52.0	$ 44.3	$ 29.1	$ 159.1
Earnings from continuing operations per basic share	$ 4.09	$ 3.02	$ 2.46	$ 1.91	$ 1.69
Earnings from continuing operations per diluted share	$ 4.03	$ 2.96	$ 2.41	$ 1.82	$ 1.61
Cash dividends per common share	$ 1.02	$ 0.70	$ 0.48	$ 0.44	$ 0.40
Other Financial Data					
Net cash flow provided by (used for):					
Operating activities	$ 94.5	$ 83.5	$ 40.1	$ 57.2	$ 54.5
Capital expenditures	(27.9)	(28.7)	(25.1)	(23.1)	(17.4)
Other investing activities (f(3)) (g)	(77.0)	(4.6)	(7.2)	(5.8)	83.9
Financing activities (c)	10.2	15.0	(13.0)	(63.8)	(78.3)
Ratio of earnings to fixed charges (e)	6.9x	6.7x	4.8x	3.5x	2.6x

	December 31,				
	2014	2013	2012	2011	2010
	(Dollars in millions)				
Consolidated Balance Sheet Data					
Cash and cash equivalents	$ 72.6	$ 73.4	$ 7.8	$ 19.8	$ 48.3
Working capital, less cash and cash equivalents	135.8	128.4	138.9	70.2	81.6
Total assets	730.6	675.9	610.7	565.1	606.7
Long-term debt (c)	232.9	190.5	177.6	164.5	231.3
Total liabilities	441.9	408.4	412.9	398.4	447.5
Total stockholders' equity	288.7	267.5	197.8	166.7	159.2

(a) For the year ended December 31, 2014, we incurred $1.0 million of integration costs related to the acquisition of the technical materials business and $1.9 million of restructuring costs. For the year ended December 31, 2013, we incurred $0.4 million of integration costs related to the acquisition of the Southworth brands and $0.2 million of restructuring costs. For the year ended December 31, 2012, we incurred $5.8 million integration costs related to the acquisition of the Wausau brands.

(b) For the years ended December 31, 2014, 2013 and 2012, benefit payments under certain pension plans exceeded the sum of expected service cost and interest costs for the plan for the respective calendar years. In accordance with ASC Topic 715, *Compensation — Retirement Benefits* ("ASC Topic 715"), we measured the

liabilities of the post-retirement benefit plans and recognized settlement losses of $3.5 million, $0.2 million and $3.5 million, respectively.

(c) For the year ended December 31, 2014, we amended and restated our existing bank credit facility and recognized a pre-tax loss of $0.2 million for the write-off of unamortized debt issuance costs. For the year ended December 31, 2013, we redeemed $90 million of 2014 Senior Notes and repaid all outstanding term loan borrowings ($29.3 million). In connection with the early extinguishment of debt we recognized a pre-tax loss of $0.5 million for the write-off of unamortized debt issuance costs. For the year ended December 31, 2012, we completed an early redemption of $68 million in aggregate principal amount of the 2014 Senior Notes. In connection with the early redemption we recognized a pre-tax loss of $0.6 million, including a call premium and the write-off of unamortized debt issuance costs. For the year ended December 31, 2011, we completed an early redemption of $65 million in aggregate principal amount of the 2014 Senior Notes. In connection with the early redemption we recognized a pre-tax loss of $2.4 million, including a call premium and the write-off of unamortized debt issuance costs.

(d) In May 2009, we permanently closed the Ripon Mill. In October 2011, we sold the remaining assets of the Ripon Mill to Diamond Pet Food Processors of Ripon, LLC for gross proceeds of $9 million. We recognized a pre-tax gain on the sale of $3.4 million in the fourth quarter of 2011.

(e) For purposes of determining the ratio of earnings to fixed charges, earnings consist of income before income taxes (less interest) plus fixed charges. Fixed charges consist of interest expense, including amortization of debt issuance costs, and the estimated interest portion of rental expense.

(f) The following table presents the results of discontinued operations:

	Year Ended December 31,				
	2014	2013(1)	2012(2)	2011(3)	2010
	(Dollars in millions)				
Discontinued operations: (4)					
Income (loss) from operations	$ —	$ 4.2	$ (0.1)	$ (0.3)	$ 1.0
Gain on disposal of the Woodlands	—	—	—	—	74.1
Reclassification of cumulative translation adjustments related to investments in Canada	—	—	—	—	87.9
Gain (loss) on disposal	—	—	—	—	162.0
Income (loss) before income taxes	—	4.2	(0.1)	(0.3)	163.0
Provision (benefit) for income taxes	—	1.6	(4.5)	(0.1)	28.9
Income (loss) from discontinued operations, net of taxes	$ —	$ 2.6	$ 4.4	$ (0.2)	$ 134.1

(1) During the first quarter of 2013, we received a refund of excess pension contributions from the terminated Terrace Bay pension plan. As a result, we recorded income before income taxes from discontinued operations of $4.2 million and a related provision for income taxes of $1.6 million.

(2) In November 2012, audits of the 2007 and 2008 tax years were finalized with a finding of no additional taxes due. As a result, we recognized a non-cash tax benefit of $4.5 million related to the reversal of certain liabilities for uncertain income tax positions.

(3) In March 2010, Neenah Canada sold approximately 475,000 acres of woodland assets in Nova Scotia (the "Woodlands") to Northern Timber Nova Scotia Corporation, an affiliate of Northern Pulp (collectively, "Northern Pulp"), for C$82.5 million ($78.6 million) resulting in a pre-tax gain of $74.1 million. The sale of the Woodlands resulted in the substantially complete liquidation of the Company's investment in Neenah Canada. In accordance with Accounting Standards Codification ("ASC") Topic 830, *Foreign Currency Matters* ("ASC Topic 830"), $87.9 million of cumulative currency translation adjustments attributable to the Company's Canadian subsidiaries was reclassified into earnings and recognized as part of the gain on sale of the Woodlands. See Note 4 of Notes to Consolidated Financial Statements, "Discontinued Operations."

(4) For the years ended December 31, 2014, 2013, 2012, 2011 and 2010, the results of operations of the Pictou Mill and the Woodlands and the loss on disposal of the Pictou Mill are reported as discontinued operations in the Consolidated Statement of Operations Data.

(g) In July 2014, we purchased all of the outstanding equity of Crane for approximately $72 million.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis presents the factors that had a material effect on our results of operations during the years ended December 31, 2014, 2013 and 2012. Also discussed is our financial position as of the end of those years. You should read this discussion in conjunction with our consolidated financial statements and the notes to those consolidated financial statements included elsewhere in this Annual Report on Form 10-K. This Management's Discussion and Analysis of Financial Condition and Results of Operations contains forward-looking statements. See "Forward-Looking Statements" for a discussion of the uncertainties, risks and assumptions associated with these statements.

Introduction

This Management's Discussion and Analysis of Financial Condition is intended to provide investors with an understanding of the historical performance of our business, its financial condition and its prospects. We will discuss and provide our analysis of the following:

- Overview of Business;
- Business Segments;
- Results of Operations and Related Information;
- Liquidity and Capital Resources;
- Adoption of New Accounting Pronouncements; and
- Critical Accounting Policies and Use of Estimates.

Overview of Business

We are a leading producer of technical products and premium fine papers and packaging. We have two primary operations: our technical products business and our fine paper and packaging business (formerly known as the fine paper business). On January 1, 2015, we changed the name of our fine paper business to fine paper and packaging. The name change better reflects the increasing importance, and plans for continued growth, of our premium packaging products.

Our mission is to create value by improving the image and performance of everything we touch. We expect to create value by growing in specialized niche markets that value performance or image and where we have competitive advantages. In managing our businesses, we believe that achieving and maintaining a leadership position in our markets, responding effectively to customer needs and competitive challenges, employing capital optimally, controlling costs and managing risks are important to long-term success. Changes in input costs and general economic conditions also impact our results. In this discussion and analysis, we will refer to these factors.

- *Competitive Environment* — Our past results have been and our future prospects will be significantly affected by the competitive environment in which we operate. In most of our markets, our businesses compete directly with well-known competitors, some of which are larger and more diversified. While our businesses are oriented to premium performance and quality they may also face competitive pressures from lower value products.
- *Economic Conditions and Input Costs* — The markets for all of our products are affected to a significant degree by economic conditions, including rapid changes in input costs, particularly for pulp, latex and natural gas that may not be recovered immediately through pricing or other actions. Our results are also affected by fluctuations in exchange rates, particularly for the Euro.

Business Segments

Our technical products business is a leading international producer of transportation, water and other filter media and durable, saturated and coated substrates for a variety of end markets. We focus on categories where we believe we are, or can be, a market leader, which include, among others, the transportation, water and other filtration media, specialty tape, abrasive, label and other technical products markets. Our technical products

manufacturing facilities are located near Munich and Frankfurt, Germany, in Munising, Michigan and Pittsfield, Massachusetts.

We believe our fine paper and packaging business is the leading supplier of premium printing, packaging and other high end specialty papers in North America. Our products include some of the most recognized and preferred papers in North America, where we enjoy leading market positions in many of our product categories. We sell our products primarily to authorized paper distributors, as well as through converters, major national retailers and specialty businesses. We believe that our fine paper and packaging manufacturing facilities located in Appleton, Neenah and Whiting, Wisconsin are among the most efficient for their markets and make us one of the lowest cost producers in the product categories in which we compete.

The other segment includes the Index, Tag and Vellum Bristol product lines acquired from Wausau.

Results of Operations and Related Information

In this section, we discuss and analyze our net sales, income before interest and income taxes (which we refer to as "operating income" in this Management's Discussion and Analysis of Financial Condition and Results of Operations) and other information relevant to an understanding of our results of operations.

Executive Summary

During 2014, global economic conditions generally showed improvement from the prior year. The improvement was more pronounced in the U.S., while demand remained subdued in regions such as Western Europe and slowed in certain emerging markets.

In our Technical Products businesses, sales volumes for many product categories are sensitive to changes in gross domestic product in the countries in which we compete. Approximately half of the sales for our Technical Products business are in Europe. In our Fine Paper and Packaging business, which is mostly in North America, demand for these premium products is also sensitive to economic conditions, as well as pressures in some parts of the business from the use of electronic media for communication. In both of our segments, our objective is to outperform the markets through expansion into adjacent products and new geographies, through share gains and through acquisitions. In 2014, results in our Technical Products business benefitted from the purchase of the technical materials business from Crane in July, 2014.

Additional external factors impacting results in 2014 were higher input costs for fiber and energy, and especially natural gas prices in North America during the first quarter due to an unusually severe winter. Over time, we target changes in selling prices and operation efficiencies to offset impacts from higher input costs.

In July 2014, we purchased all of the outstanding equity of the Crane Technical Materials business from Crane & Co., Inc. for $72.4 million. The acquisition purchase price was paid from cash on hand. The acquired technical materials business provides performance-oriented wet laid nonwovens media for fast growing filtration end markets as well as environmental, energy and industrial uses. This technical materials business has two manufacturing facilities in Pittsfield, Massachusetts.

For the year ended December 31, 2014, consolidated net sales increased $58.2 million from the prior year to $902.7 million primarily due to incremental technical products volume related to the acquisition of the technical materials business, higher average net prices for our heritage businesses and growth in technical products volume. Excluding incremental sales from the acquired technical materials business, consolidated net sales increased $34.1 million or four percent from the prior year.

Consolidated operating income of $87.5 million for the year ended December 31, 2014 increased $3.7 million from the prior year. The favorable comparison to the prior year was primarily due to higher net price for both businesses, increased sales volumes for our technical products business and fine paper manufacturing efficiencies. These favorable variances were partially offset by $4.7 million of higher manufacturing input costs for our fine paper business which included more than $3 million for natural gas in the first quarter of 2014 due to the unusually cold winter in the United States. Excluding aggregate charges of $6.6 million in 2014 for integration and restructuring costs, costs related to the early extinguishment of debt and a pension plan settlement charge and aggregate charges of $1.3 million in 2013 for acquisition-related integration costs, costs related to the early extinguishment of debt and a pension plan settlement charge, operating income for the year ended December 31, 2014 increased $9.0 million from the prior year.

Cash provided by operating activities of $94.5 million for year ended December 31, 2014 was $11.0 million favorable to cash provided by operating activities of $83.5 million in the prior year primarily due to higher operating income and an $8.8 million decrease in our investment in working capital for the current year compared to an increase in our investment in working capital of $6.6 million in the prior year. These favorable variances were partially offset by increased contributions and benefit payments for post-retirement benefit obligations.

In December 2014, we amended and restated our existing credit facility by entering into a Third Amended and Restated Credit Agreement (the "Third Amended Credit Agreement"). The Third Amended Credit Agreement, among other things: (1) increases the maximum principal amount of our existing U.S. credit facility to $125 million (the "U.S. Revolving Credit Facility"); (2) establishes a secured, multicurrency, revolving credit facility for Neenah Germany in the maximum principal amount of $75 million (the "German Revolving Credit Facility," and together with the U.S. Revolving Credit Facility, the "Global Revolving Credit Facilities"); (3) causes Neenah and the other domestic borrowers to guarantee, among other things, the obligations under the German Revolving Credit Facility; (4) provides for the Global Revolving Credit Facilities to mature on December 18, 2019; and (5) provides for an accordion feature permitting one or more increases in the Global Revolving Credit Facilities in an aggregate principal amount not exceeding $50 million, such that the aggregate commitments under the Global Revolving Credit Facilities do not exceed $250 million.

Analysis of Net Sales — Years Ended December 31, 2014, 2013 and 2012

The following table presents net sales by segment and net sales expressed as a percentage of total net sales:

	Year Ended December 31,					
Net sales	**2014**	**2014**	**2013**	**2013**	**2012**	**2012**
Technical Products	$ 466.6	52%	$ 416.1	49%	$ 406.6	50%
Fine Paper and Packaging	409.0	45%	401.8	48%	372.7	46%
Other	27.1	3%	26.6	3%	29.5	—
Consolidated	$ 902.7	100%	$ 844.5	100%	$ 808.8	100%

Commentary:

Year 2014 versus 2013

	For the Year Ended December 31,		Change in Net Sales Compared to the Prior Year			
				Change Due To		
	2014	**2013**	**Total Change**	**Volume**	**Average Net Price**	**Currency**
Technical Products	$ 466.6	$ 416.1	$ 50.5	$ 43.0	$ 6.1	$ 1.4
Fine Paper and Packaging	409.0	401.8	7.2	2.8	4.4	—
Other	27.1	26.6	0.5	(0.2)	0.7	—
Consolidated	$ 902.7	$ 844.5	$ 58.2	$ 45.6	$ 11.2	$ 1.4

Consolidated net sales for the year ended December 31, 2014 were $58.2 million or seven percent higher than the prior year due to incremental technical products volume related to the acquired technical materials business, increased volume for both businesses and higher average selling prices.

- Net sales in our technical products business increased $50.5 million, or 12 percent, due to increased volume and higher average selling prices. Excluding incremental sales from the acquisition, technical product sales increased $26.4 million or six percent due to a five percent increase in shipments as volume increased for all product categories led by backings, transportation filtration and specialty products. Average selling prices increased approximately 1.5 percent from the prior year due to a more favorable product mix and higher selling prices.

- Net sales in our fine paper and packaging business increased $7.2 million or two percent from the prior year due to higher average net prices and increased volume. Average net price improved from the prior year due to a more favorable product mix and a one percent increase in average selling prices. Sales volumes increased approximately one percent from the prior year period primarily due to growth in shipments of core premium products, luxury packaging and labels, and incremental sales of approximately $1.5 million in the first quarter of 2014 from the acquisition of the Southworth brands (acquired on January 31, 2013).

Year 2013 versus 2012

	For the Year Ended December 31,		Change in Net Sales Compared to the Prior Year			
				Change Due To		
	2013	2012	Total Change	Volume	Average Net Price	Currency
Technical Products	$ 416.1	$ 406.6	$ 9.5	$ 5.1	$ (4.2)	$ 8.6
Fine Paper and Packaging	401.8	372.7	29.1	16.7	12.4	—
Other	26.6	29.5	(2.9)	(2.9)	—	—
Consolidated	$ 844.5	$ 808.8	$ 35.7	$ 18.9	$ 8.2	$ 8.6

Consolidated net sales for the year ended December 31, 2013 were $35.7 million higher than the prior year primarily due to incremental volume growth in both segments, a more favorable product mix for our fine paper and packaging business and favorable currency exchange rate effects.

- Net sales in our technical products business increased $9.5 million, or two percent, as favorable currency effects and increased volume more than offset lower average selling prices. Sales volumes increased approximately one percent from the prior year due to growth in transportation filtration and specialty tape shipments that more than offset a decline in wall covering volume. Favorable currency exchange effects reflected a three percent strengthening of the Euro relative to the U.S. dollar during 2013. Average selling prices decreased less than one percent from the prior year and included the effect of contractual price adjustments for certain grades due to the pass-through of lower input costs.

- Net sales in our fine paper and packaging business increased $29.1 million or eight percent from the prior year due to increased volume and a more favorable product mix. Sales volumes increased approximately four percent due to incremental volume from the acquisitions of the Southworth and Wausau brands and double-digit growth in luxury packaging shipments, partially offset by lower shipments of both lower priced non-branded products and certain branded products. Average net price improved from the prior year due to a more favorable product mix that included a greater proportion of higher priced products and modestly higher average selling prices.

Analysis of Operating Income — Years Ended December 31, 2014, 2013 and 2012

The following table sets forth line items from our consolidated statements of operations as a percentage of net sales for the periods indicated and is intended to provide a perspective of trends in our historical results:

	Year Ended December 31,		
	2014	2013	2012
Net sales	100.0%	100.0%	100.0%
Cost of products sold	80.4	80.4	80.3
Gross profit	19.6	19.6	19.7
Selling, general and administrative expenses	9.2	9.4	9.6
One-time adjustments	0.7	0.2	1.2
Other (income) expense — net	—	0.1	0.2
Operating income	9.7	9.9	8.7
Interest expense-net	1.2	1.3	1.7
Income from continuing operations before income taxes	8.5	8.6	7.0
Provision for income taxes	1.2	2.8	2.1
Income from continuing operations	7.3%	5.8%	4.9%

The following table sets forth our operating income by segment for the periods indicated:

	Year Ended December 31,		
	2014	2013	2012
Operating income			
Technical Products	$ 46.9	$ 38.6	$ 37.6
Fine Paper and Packaging	61.2	59.8	50.0
Other	(0.4)	1.2	2.4
Unallocated corporate costs	(20.2)	(15.8)	(19.6)
Operating Income as Reported	87.5	83.8	70.4
Adjustments for One-time Items			
Fine Paper and Packaging			
Acquisition integration costs	—	0.4	5.8
Technical Products			
Integration/Restructuring costs	2.2	0.2	—
Unallocated corporate costs			
Post-retirement benefit plan settlement charge	3.5	0.2	3.5
Restructuring costs	0.7	—	—
Loss on early extinguishment of debt	0.2	0.5	0.6
Total	4.4	0.7	4.1
Total One-time Adjustments	6.6	1.3	9.9
Operating Income as Adjusted	$ 94.1	$ 85.1	$ 80.3

In accordance with generally accepted accounting principles in the United States ("GAAP"), consolidated operating income includes the pre-tax effects of unusual items. We believe that by adjusting reported operating income to exclude the effects of these items, the resulting adjusted operating income is on a basis that reflects the results of our ongoing operations. We believe that providing adjusted operating results will help investors gain an additional perspective of underlying business trends and results. Adjusted operating income is not a recognized term under GAAP and should not be considered in isolation or as a substitute for operating income derived in accordance with GAAP. Other companies may use different methodologies for calculating their non-GAAP financial measures and, accordingly, our non-GAAP financial measures may not be comparable to their measures.

Commentary:

Year 2014 versus 2013

	For the Year Ended December 31,		Change in Operating Income (Loss) Compared to the Prior Year					
				Change Due To				
	2014	2013	Total Change	Volume	Net Price(a)	Material Costs(b)	Currency	Other
Technical Products (c)	$ 46.9	$ 38.6	$ 8.3	$ 7.0	$ 5.8	$ 0.3	$ 0.5	$ (5.3)
Fine Paper and Packaging(d)	61.2	59.8	1.4	0.7	4.7	(7.0)	—	3.0
Other	(0.4)	1.2	(1.6)	—	0.7	—	—	(2.3)
Unallocated corporate costs (e)	(20.2)	(15.8)	(4.4)	—	—	—	—	(4.4)
Consolidated	$ 87.5	$ 83.8	$ 3.7	$ 7.7	$ 11.2	$ (6.7)	$ 0.5	$ (9.0)

(a) Includes price changes, net of changes in product mix.

(b) Includes price changes for raw materials and energy.

(c) For the year ended December 31, 2014, Technical Products results include $1.0 million of integration costs related to the acquired technical materials business and $1.2 million of restructuring costs. For the year ended December 31, 2013, Technical Products results include $0.2 million of restructuring costs.

(d) For the year ended December 31, 2013, Fine Paper and Packaging results include $0.4 million of integration costs related to the Southworth acquisition.

(e) For the year ended December 31, 2014 unallocated corporate costs include a pension plan settlement charge of $3.5 million, $0.2 million of costs related to the amendment and restatement of our bank credit agreement and $0.7 million of restructuring costs. For the year ended December 31, 2013 unallocated corporate costs include $0.5 million of costs related to the early redemption of 2014 Senior Notes and a $0.2 million pension plan settlement charge.

Consolidated operating income of $87.5 million for the year ended December 31, 2014 increased $3.7 million from the prior year. Excluding aggregate charges of $6.6 million in 2014 for integration and restructuring costs, costs related to the early extinguishment of debt and a pension plan settlement charge and aggregate charges of $1.3 million in 2013 for acquisition-related integration costs, costs related to the early extinguishment of debt and a pension plan settlement charge, operating income for the year ended December 31, 2014 increased $9.0 million from the prior year. The improvement in operating income was primarily due to higher net price for both businesses and incremental technical products volume, including volume related to the acquired technical materials business, partially offset by higher manufacturing input costs in our fine paper and packaging business.

- Operating income for our technical products business increased $8.3 million or 22 percent from the prior year. The improvement in operating income was primarily due to a more favorable product mix, growth in shipments for all product categories and incremental volume related to the acquired technical materials business. The more favorable product mix was primarily due to growth in higher value filtration and specialty shipments. In 2014, other manufacturing costs increased versus the prior year due to additional costs related to annual maintenance downs at our German facilities, including an extended down at our filtration plant to increase the capabilities and capacity of one of the machines. Results for the years ended December 31, 2014 and 2013 include $2.2 million and $0.2 million for integration/restructuring costs, respectively.

- Operating income for our fine paper and packaging business increased $1.4 million or two percent from the prior year primarily due to higher average net selling prices, manufacturing operating efficiencies and increased shipment volume. These favorable variances were partially offset by $7.0 million in higher manufacturing input costs, including more than $3.0 million for natural gas in the first quarter of 2014. Results for the ended December 31, 2013 include $0.4 million for acquisition related integration costs.

- Unallocated corporate costs for the year ended December 31, 2014 were $20.0 million, or $4.4 million unfavorable to the prior year. Excluding aggregate charges of $4.4 million in 2014 for a pension plan settlement charge, restructuring costs and costs related to the early extinguishment of debt and aggregate charges of $0.7 million in 2013 for costs related to the early extinguishment of debt and a pension plan settlement charge, unallocated corporate expenses were $0.7 million unfavorable to the prior year.

Year 2013 versus 2012

	For the Year Ended December 31,		Change in Operating Income (Loss) Compared to the Prior Year					
				Change Due To				
	2013	2012	Total Change	Volume	Net Price(a)	Material Costs(b)	Currency	Other(c)
Technical Products	$ 38.6	$ 37.6	$ 1.0	$ 2.4	$ (1.8)	$ 0.4	$ 0.6	$ (0.6)
Fine Paper and Packaging(d)	59.8	50.0	9.8	9.2	7.0	(3.6)	(0.1)	(2.7)
Other	1.2	2.4	(1.2)	(1.5)	—	—	—	0.3
Unallocated corporate costs (d)	(15.8)	(19.6)	3.8	—	—	—	—	3.8
Consolidated	$ 83.8	$ 70.4	$ 13.4	$ 10.1	$ 5.2	$ (3.2)	$ 0.5	$ 0.8

(a) Includes price changes, net of changes in product mix.

(b) Includes price changes for raw materials and energy.

(c) For the year ended December 31, 2013, Fine Paper and Packaging results include $0.4 million of integration costs related to the Southworth acquisition. For the year ended December 31, 2012, Fine Paper and Packaging results include $5.8 million of integration costs related to the Wausau acquisition and non-cash charges for the revaluation of inventory and profit in inventory.

(d) For the year ended December 31, 2013 unallocated corporate costs include $0.5 million of costs related to the early redemption of 2014 Senior Notes and a $0.2 million pension plan settlement charge. For the year ended December 31, 2012 unallocated corporate costs include a $3.5 million pension plan settlement charge and $0.6 million of costs related to the early redemption of our 2014 Senior Notes.

Consolidated operating income of $83.8 million for the year ended December 31, 2013 increased $13.4 million from the prior year. Excluding aggregate charges of $1.3 million in 2013 for integration and restructuring costs, costs related to the early extinguishment of debt and a pension plan settlement charge and aggregate charges of $9.9 million in 2012 for acquisition-related integration costs, costs related to the early extinguishment of debt and a pension plan settlement charge, operating income for the year ended December 31, 2013 increased $4.8 million from the prior year. The improvement in operating income was primarily due to incremental volume related to the Southworth and Wausau acquisitions and a more favorable product mix for both businesses partially offset by higher operating costs in our fine paper and packaging business to support the acquired brands and lower average selling prices for our technical products business.

- Operating income for our technical products business increased $1.0 million or three percent from the prior year. The improvement in operating income resulted from a more favorable product mix and increased volume, partially offset by lower average selling prices. The more favorable product mix was primarily due to growth in higher value filtration and specialty tape shipments.

- Operating income for our fine paper and packaging business increased $9.8 million or 20 percent from the prior year. Excluding acquisition related integration costs of $0.4 million in 2013 and $5.8 million in 2012, operating income increased $4.4 million or eight percent primarily due to incremental volume related to the Southworth and Wausau acquisitions and a more favorable product mix, partially offset by higher manufacturing inputs costs and increased distribution costs, and selling and administrative spending in support of the acquired brands.

- Unallocated corporate costs for the year ended December 31, 2013 were $15.8 million, or $3.8 million favorable to the prior year. Excluding a pension plan settlement charge and costs related to the early redemption of 2014 Senior Notes in 2013 and 2012, unallocated corporate expenses were $0.4 million favorable to the prior year.

Additional Statement of Operations Commentary:

- SG&A expense of $83.2 million for the year ended December 31, 2014 was $3.8 million higher than the prior year primarily due to incremental selling and administrative costs related to the acquired technical materials business and increased employee compensation costs. SG&A expense as a percentage of net sales for the year ended December 31, 2014, was approximately 9.2 percent and was 0.2 percentage points lower than the prior year as the increase in net sales in the current year more than offset higher SG&A expenses.

  SG&A expense of $79.4 million for the year ended December 31, 2013 was $2.0 million higher than the prior year primarily due to higher selling and administrative costs related to the brands acquired from Southworth and Wausau. SG&A expense as a percentage of net sales for the year ended December 31, 2013, was approximately 9.4 percent and was 0.2 percentage points lower than the prior year as the increase in net sales in the current year more than offset higher SG&A expenses.

- For the years ended December 31, 2014, 2013 and 2012, we incurred $11.4 million, $11.2 million and $13.5 million of interest expense, respectively. For the year ended December 31, 2013, the decrease in interest expense from the prior year was primarily due to lower weighted average interest rates due to the early redemption of our 2014 Senior Notes.

- In general, our effective tax rate differs from the U.S. statutory tax rate of 35 percent primarily due to the benefits of our foreign financing structure and the proportion of pre-tax income in jurisdictions with marginal tax rates that differ from the U.S. statutory tax rate. For the years ended December 31, 2014 and 2013, our effective income tax rate related to continuing operations was 10 percent and 32 percent, respectively. The decrease in our effective tax rate for the year ended December 31, 2014 from the prior year was primarily due to the recognition of R&D Credits related to activities for the years 2005 through 2014 and a change in methodology. Excluding the benefit of R&D Credits related to prior year activities, our effective income tax rate would be approximately 33 percent. For the year ended December 31, 2012, our effective income tax rate related to continuing operations was approximately 30 percent. For a reconciliation of effective tax rate to the U.S. federal statutory tax rate, see Note 5 of Notes to Consolidated Financial Statements, "Income Taxes."

Liquidity and Capital Resources

	Year Ended December 31,		
	2014	2013	2012
Net cash flow provided by (used in):			
Operating activities	$ 94.5	$ 83.5	$ 40.1
Investing activities:			
Capital expenditures	$ (27.9)	$ (28.7)	$ (25.1)
Purchase of Crane Technical Materials	(72.4)	—	—
Purchase of brands	—	(5.2)	(14.1)
Purchase of equity investment	(2.9)	—	—
Other investing activities	(1.7)	0.6	6.9
Total	$ (104.9)	$ (33.3)	$ (32.3)
Financing activities	$ 10.2	$ 15.0	$ (13.0)
Net increase (decrease) in cash and cash equivalents (a)	$ (0.8)	$ 65.6	$ (5.0)

(a) Includes the effect of exchange rate changes on cash and cash equivalents.

Operating Cash Flow Commentary

- Cash provided by operating activities of $94.5 million for the year ended December 31, 2014 was $11.0 million favorable to cash provided by operating activities of $83.5 million in the prior year. The favorable comparison was primarily due to higher operating income and an $9.0 million decrease in our investment in working capital for the year ended December 31, 2014 compared to an increase in our investment in working capital of $6.6 million in the prior year. These favorable variances were partially offset by increased contributions and benefit payments for post-retirement benefit obligations.

- Cash provided by operating activities of $83.5 million for the year ended December 31, 2013 was $43.4 million favorable to cash provided by operating activities of $40.1 million in the prior year. The favorable comparison was primarily due to a $14.3 million year-over-year reduction in our working capital requirements, a $13.4 million improvement in income from operations and lower spending for acquisitions in 2013 ($4.8 million).

Investing Commentary:

- For the years ended December 31, 2014 and 2013, cash used by investing activities was $104.9 million and $33.3 million, respectively. For the year ended December 31, 2014, cash used by investing activities includes $72.4 million for the purchase of the Crane Technical Materials business and $2.9 million for the acquisition of a non-controlling equity investment in a joint venture in India. Cash used by investing activities for the year ended December 31, 2013 includes a payment of $5.2 million to acquire the Southworth brands. Cash used by investing activities for the year ended December 31, 2012 includes a payment of $14.1 million to acquire the Wausau brands offset by a $7.0 million reduction in restricted cash used to pay post-retirement benefits.

- Capital expenditures for the year ended December 31, 2014 were $27.9 million compared to spending of $28.7 million in the prior year. In general, we expect aggregate annual capital expenditures of approximately 3 to 5 percent of net sales. For 2015, we expect annual capital expenditures at the higher end of that range or approximately $45 million due to incremental investment in filtration assets in the U.S. We believe that the level of our capital spending can be more than adequately funded from cash provided from operating activities and allows us to maintain the efficiency and cost effectiveness of our assets and also invest in expanded manufacturing capabilities to successfully pursue strategic initiatives and deliver attractive returns.

- For the years ended December 31, 2013 and 2012, cash used by investing activities was $33.3 million and $32.3 million, respectively. Cash used by investing activities for the year ended December 31, 2013 includes a payment of $5.2 million to acquire the Southworth brands. Cash used by investing activities for the year ended December 31, 2012 includes a payment of $14.1 million to acquire the Wausau brands offset by a $7.0 million reduction in restricted cash used to pay SERP benefits.

- Capital expenditures for the year ended December 31, 2013 were $28.7 million compared to spending of $25.1 million in the prior year.

Financing Commentary:

Our liquidity requirements are provided by cash generated from operations and short and long-term borrowings.

- For the year ended December 31, 2014, cash provided by financing activities was $10.2 million compared to cash provided by financing activities of $15.0 million for the year ended December 31, 2013. For the year ended December 31, 2014, cash provided by financing activities was $15.0 million compared to cash used in financing activities of $13.0 million for the year ended December 31, 2013. Cash flows from financing activities for the year ended December 31, 2013, included proceeds of $175 million from the issuance of the 2021 Senior Notes. For the years ended December 31, 2013 and 2012, cash flows from financing activities included outflows of $90 million and $68 million, respectively for the early redemption of the 2014 Senior Notes.

Secured Bank Credit Facility

In December 2014, we entered into the Third Amended Credit Agreement. The Third Amended Credit Agreement, among other things: (1) increases the maximum principal amount of our existing credit facility for the U.S. Revolving Credit Facility to $125 million; (2) establishes the German Revolving Credit Facility in the maximum principal amount of $75 million; (3) causes Neenah and the other domestic borrowers to guarantee, among other things, the obligations arising under the German Revolving Credit Facility; (4) provides for the Global Revolving Credit Facilities to mature on December 18, 2019; and (5) provides for an accordion feature permitting one or more increases in the Global Revolving Credit Facilities in an aggregate principal amount not exceeding $50 million, such that the aggregate commitments under the Global Revolving Credit Facilities do not exceed $250 million. In addition, domestic borrowers may request letters of credit under the U.S. Revolving Credit Facility in an aggregate face amount not to exceed $20 million outstanding at any time, and German borrowers may request letters of credit under the German Revolving Credit Facility in an aggregate face amount not to exceed $2 million outstanding at any time. See Note 6 of Notes to Consolidated Financial Statements, "Debt."

Unsecured Senior Notes

In May 2013, we issued $175 million of 2021 Senior Notes. Proceeds from this offering were used to retire the remaining principal amount of 2014 Senior Notes, to repay approximately $56 million in outstanding revolver borrowings under our bank credit agreement and for general corporate purposes.

In May 2013, we completed an early redemption of $20 million of our 2014 Senior Notes. The 2014 Senior Notes were redeemed at par value plus accrued interest. The early redemption was financed with revolver borrowings under our bank credit agreement and resulted in a pre-tax loss of $0.1 million due to the write-off of related unamortized debt issuance costs.

In June 2013, we used a portion of the proceeds from the issuance of the 2021 Senior Notes to retire the remaining $70 million in outstanding 2014 Senior Notes. The 2014 Senior Notes were redeemed at par value plus accrued interest. The retirement of the 2014 Senior Notes resulted in a pre-tax loss of $0.3 million due to the write-off of related unamortized debt issuance costs. As of December 31, 2014 there were no 2014 Senior Notes outstanding. See Note 6 of Notes to Consolidated Financial Statements, "Debt."

Other Debt

In June 2014, we repaid the remaining €3.7 million ($5.2 million) in outstanding project financing borrowings under the German Loan Agreement.

In January 2013, Neenah Germany entered into the Second German Loan Agreement to finance the construction of a melt blown machine. The agreement provides for €9.0 million of construction financing which is secured by the melt blown machine. The loan matures in September 2022 and principal is repaid in equal quarterly installments beginning in December 2014. At December 31, 2014, €8.7 million ($10.6 million, based on exchange rates at December 31, 2014) was outstanding under the Second German Loan Agreement.

- Availability under our revolving credit facility varies over time depending on the value of our inventory, receivables and various capital assets. As of December 31, 2014, we had $48.7 million outstanding under our

Revolver and $145.8 million of available credit (based on exchange rates at December 31, 2014). During the fourth quarter, the proceeds from Revolver borrowings in Germany were used to fund the repatriation of cash to the U.S.

- We have required debt payments through December 31, 2015 of $1.4 million on the Second German Loan Agreement.

- For the year ended December 31, 2014, cash and cash equivalents decreased $0.8 million to $72.6 million at December 31, 2014 from $73.4 million at December 31, 2013. Total debt increased $22.4 million to $234.3 million at December 31, 2014 from $211.9 million at December 31, 2013. Net debt (total debt minus cash and cash equivalents) increased by $23.2 million primarily due to the acquisition of the Crane Technical Materials business for $72.4 million partially offset by cash flow from operations.

- As of December 31, 2014, our cash balance consists of $66.0 million in the U.S. and $6.6 million held at entities outside of the U.S. We are not aware of any restrictions regarding the repatriation of our non-U.S. cash. Although we plan to use this cash at our non-U.S. entities, if we repatriated these cash balances to the U.S., we could incur significant tax expense.

Transactions with shareholders

- For the years ended December 31, 2014 and 2013, we paid cash dividends of $1.02 per common share or $17.1 million and $0.70 per common share or $11.4 million, respectively.

  In November 2014, our Board of Directors approved an eleven percent increase in the annual dividend rate on our common stock to $1.20 per share. The dividend is scheduled to be paid in four equal quarterly installments beginning in March 2015. As of December 31, 2014, under the most restrictive terms of our debt agreements, our ability to pay cash dividends on our common stock is limited to a total of $25 million in a 12-month period.

- In May 2014, our Board of Directors authorized the 2014 Stock Purchase Plan. The 2014 Stock Purchase Plan allows us to repurchase up to $25 million of our outstanding Common Stock through May 2015. Purchases under the 2014 Stock Purchase Program will be made from time to time in the open market or in privately negotiated transactions in accordance with the requirements of applicable law. The timing and amount of any purchases will depend on share price, market conditions and other factors. The 2014 Stock Purchase Program does not require us to purchase any specific number of shares and may be suspended or discontinued at any time. For the year ended December 31, 2014, we acquired approximately 22,500 shares of common stock at a cost of $1.1 million pursuant to the 2014 Stock Purchase Program.

  For the years ended December 31, 2014 and 2013, we acquired approximately 56,400 and 111,000 shares of Common Stock, respectively, at a cost of $3.4 million and $4.6 million, respectively, for shares surrendered by employees to pay taxes due on vested restricted stock awards and stock appreciation rights exercised. In addition, we received $3.6 million and $3.7 million in proceeds from the exercise of employee stock options for the years ended December 31, 2014 and 2013, respectively. For the years ended December 31, 2014 and 2013, we recognized excess tax benefits of $5.6 million and $2.6 million, respectively, related to the vesting or exercise of stock-based awards.

Other Items:

- As of December 31, 2014, we had $5.2 million and $64.4 million of U.S. federal and state NOLs, respectively. If not used, substantially all of the NOLs will expire in various amounts between 2020 and 2030. In addition, we had $31.4 million of U.S. federal and state R&D Credits which, if not used, will expire between 2025 and 2034 for the U.S. federal R&D Credits and between 2017 and 2029 for the state R&D Credits. We expect that we will fully utilize our U.S. federal NOLs and be required to pay U.S. federal income taxes in 2015.

- For the year ended December 31, 2014, we recognized net actuarial losses of approximately $23 million related to our post-retirement benefit plans. The losses were primarily due to the use of a lower discount rate and a decrease in the mortality assumption used to value our post-retirement benefit plan liabilities. These losses were partially offset by an actuarial gain as a result of better than expected asset returns.

Management believes that our ability to generate cash from operations and our borrowing capacity are adequate to fund working capital, capital spending and other cash needs for the next 12 months. Our ability to generate adequate cash from operations beyond 2013 will depend on, among other things, our ability to successfully implement our business strategies, control costs in line with market conditions and manage the impact of changes in input prices and currencies. We can give no assurance we will be able to successfully implement these items.

Contractual Obligations

The following table presents the total contractual obligations for which cash flows are fixed or determinable as of December 31, 2014:

(In millions)	2015	2016	2017	2018	2019	Beyond 2019	Total
Long-term debt payments	$ 1.4	$ 1.4	$ 1.4	$ 1.4	$ 50.0	$ 178.7	$ 234.3
Interest payments on long-term debt (a)	10.3	10.3	10.2	10.2	10.1	18.5	69.6
Open purchase orders (b)	81.9	—	—	—	—	—	81.9
Other post-employment benefit obligations (c)	3.6	3.2	3.6	3.9	4.1	19.2	37.6
Contributions to pension trusts	12.3	—	—	—	—	—	12.3
Minimum purchase commitments (d)	7.4	1.1	1.1	1.2	—	—	10.8
Operating leases	1.5	1.2	0.7	0.2	—	—	3.6
Total contractual obligations	$ 118.4	$ 17.2	$ 17.0	$ 16.9	$ 64.2	$ 216.4	$ 450.1

(a) Interest payments on long-term debt includes interest on variable rate debt at December 31, 2014 weighted average interest rates.

(b) The open purchase orders displayed in the table represent amounts we anticipate will become payable within the next 12 months for goods and services that we have negotiated for delivery.

(c) The above table includes future payments that we will make for postretirement benefits other than pensions. Those amounts are estimated using actuarial assumptions, including expected future service, to project the future obligations.

(d) The minimum purchase commitments in 2015 are primarily for coal contracts. Although we are primarily liable for payments on the above operating leases and minimum purchase commitments, based on historic operating performance and forecasted future cash flows, we believe our exposure to losses, if any, under these arrangements is not material.

Adoption of New Accounting Pronouncements

None.

Critical Accounting Policies and Use of Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles ("GAAP") in the United States requires estimates and assumptions that affect the reported amounts and related disclosures of assets and liabilities at the date of the financial statements and net sales and expenses during the reporting period. Actual results could differ from these estimates, and changes in these estimates are recorded when known. The critical accounting policies used in the preparation of the consolidated financial statements are those that are important both to the presentation of financial condition and results of operations and require significant judgments with regard to estimates used. These critical judgments relate to the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the reported amounts of expenses.

The following summary provides further information about the critical accounting policies and should be read in conjunction with the notes to the Consolidated Financial Statements. We believe that the consistent application of our policies provides readers of our financial statements with useful and reliable information about our operating results and financial condition.

We have discussed the application of these critical accounting policies with our Board of Directors and Audit Committee.

Inventories

We value U.S. inventories at the lower of cost, using the Last-In, First-Out ("LIFO") method for financial reporting purposes, or market. German inventories are valued at the lower of cost, using a weighted-average cost method, or market. The First-In, First-Out value of U.S. inventories valued on the LIFO method was $95.7 million and $86.6 million at December 31, 2014 and 2013, respectively and exceeded such LIFO value by $14.0 million and $13.9 million, respectively. Cost includes labor, materials and production overhead.

Income Taxes

As of December 31, 2014, we have recorded aggregate deferred income tax assets of $45.7 million related to temporary differences, net operating losses and research and development and other tax credits. As of December 31, 2013, our aggregate deferred income tax assets were $36.1 million. No valuation allowance was provided at either date. In determining the need for a valuation allowance, we consider many factors, including specific taxing jurisdictions, sources of taxable income, income tax strategies and forecasted earnings for the entities in each jurisdiction. A valuation allowance would be recognized if, based on the weight of available evidence, we conclude that it is more likely than not that some portion or all of the deferred income tax assets will not be realized.

As of December 31, 2014 and 2013, our liability for uncertain income taxes positions was $7.0 million and $4.3 million, respectively. In evaluating and estimating tax positions and tax benefits, we consider many factors which may result in periodic adjustments and which may not accurately anticipate actual outcomes.

Pension and Other Postretirement Benefits

Pension Plans

Substantially all active employees of our U.S. operations participate in defined benefit pension plans and/or defined contribution retirement plans. Neenah Germany has defined benefit plans designed to provide a monthly pension benefit upon retirement to substantially all of its employees in Germany. In addition, we maintain a supplemental retirement contribution plan (the "SERP") which is a non-qualified defined benefit plan. We provide benefits under the SERP to the extent necessary to fulfill the intent of our defined benefit retirement plans without regard to the limitations set by the IRS on qualified defined benefit plans.

Our funding policy for qualified defined benefit plans is to contribute assets to fully fund the accumulated benefit obligation, as required by the Pension Protection Act of 2006. Subject to regulatory and tax deductibility limits, any funding shortfall is to be eliminated over a reasonable number of years. Nonqualified plans providing pension benefits in excess of limitations imposed by the taxing authorities are not funded. There is no legal or governmental obligation to fund Neenah Germany's benefit plans and as such the plans are currently unfunded.

Consolidated pension expense for defined benefit pension plans was $11.8 million, $7.9 million and $11.3 million for the years ended December 31, 2014, 2013 and 2012, respectively. The weighted-average expected long-term rate of return on pension fund assets used to calculate pension expense was 6.50 percent, 7.00 percent and 7.25 percent for the years ended December 31, 2014, 2013 and 2012, respectively. The expected long-term rate of return on pension fund assets held by our pension trusts was determined based on several factors, including input from pension investment consultants and projected long-term returns of broad equity and bond indices. We also considered the plans' historical 10-year and 15-year compounded annual returns. We anticipate that, on average, actively managed U.S. pension plan assets will generate annual long-term rates of return of approximately 6.50 percent. Our expected long-term rate of return on the assets in the plans is based on an asset allocation assumption of about 35 percent with equity managers, with expected long-term rates of return of approximately 8 to10 percent, and 65 percent with fixed income managers, with an expected long-term rate of return of approximately 4 to 6 percent. The actual asset allocation is regularly reviewed and periodically rebalanced to the targeted allocation when considered appropriate. We evaluate our investment strategy and long-term rate of return on pension asset assumptions at least annually.

Pension expense is estimated based on the fair value of assets rather than a market-related value that averages gains and losses over a period of years. Investment gains or losses represent the difference between the expected return calculated using the fair value of the assets and the actual return based on the fair value of assets. The variance between the actual and the expected gains and losses on pension assets is recognized in pension expense more rapidly than it would be if a market-related value for plan assets was used. As of December 31, 2014, our pension plans had cumulative unrecognized investment losses and other actuarial losses of $91.2 million. These

unrecognized net losses may increase our future pension expense if not offset by (i) actual investment returns that exceed the assumed investment returns, (ii) other factors, including reduced pension liabilities arising from higher discount rates used to calculate our pension obligations or (iii) other actuarial gains, including whether such accumulated actuarial losses at each measurement date exceed the "corridor" determined under ASC Topic 715.

The discount (or settlement) rate that is utilized for determining the present value of future pension obligations in the U.S. is generally based on the yield for a theoretical basket of AA-rated corporate bonds currently available in the market place, whose duration matches the timing of expected pension benefit payments. The discount (or settlement) rate that is utilized for determining the present value of future pension obligations in Germany is generally based on the IBOXX index of AA-rated corporate bonds adjusted to match the timing of expected pension benefit payments. The weighted average discount rate utilized to determine the present value of future pension obligations at December 31, 2014 and 2013 was 3.91 percent and 4.88 percent, respectively.

Our consolidated pension expense in 2014 is based on the expected weighted-average long-term rate of return on assets and the weighted-average discount rate described above and various other assumptions. Pension expense beyond 2014 will depend on future investment performance, our contributions to the pension trusts, changes in discount rates and various other factors related to the covered employees in the plans.

The fair value of the assets in our defined benefit plans at December 31, 2014 of approximately $288 million increased approximately $27 million from the fair value of about $261 million at December 31, 2013, as investment gains and employer contributions exceeded benefit and settlement payments. At December 31, 2014, the projected benefit obligations of our defined benefit plans exceeded the fair value of plan assets by approximately $65 million which was approximately $6 million larger than the $59 million deficit at December 31, 2013. The accumulated benefit obligation exceeded the fair value of plan assets by $48.0 million and $43.6 million at December 31, 2014 and 2013, respectively. Contributions to pension trusts for the year ended December 31, 2014 were $24.5 million compared with $18.1 million for the year ended December 31, 2013. In addition, we made direct benefit payments for unfunded qualified and supplemental retirement benefits of $2.3 million and $2.2 million for the years ended December 31, 2014 and 2013, respectively.

Other Postretirement Benefit Plans

We maintain postretirement health care and life insurance benefit plans for active employees and former employees of our Canadian pulp operations. The plans are generally noncontributory for employees who were eligible to retire on or before December 31, 1992 and contributory for most employees who became eligible to retire on or after January 1, 1993. We do not provide a subsidized postretirement health care or life insurance benefit to most employees hired after 2003. Our postretirement health care and life insurance benefit plans are unfunded.

For the years ended December 31, 2014, 2013 and 2012, consolidated postretirement health care and life insurance plan benefit expense was $3.8 million, $4.2 million and $4.9 million, respectively. The weighted-average discount (or settlement) rate used to calculate postretirement health care and life insurance plan benefit expense was 4.84 percent, 4.12 percent and 5.03 percent for the years ended December 31, 2014, 2013 and 2012, respectively. The discount (or settlement) rate that is utilized for determining the present value of future postretirement health care and life insurance plan benefit obligations in the U.S. is generally based on the yield for a theoretical basket of AA-rated corporate bonds currently available in the market place, whose duration matches the timing of expected postretirement health care and life insurance benefit payments. The discount (or settlement) rate that is utilized for determining the present value of future postretirement health care and life insurance obligations for our foreign benefit plans is generally based on an index of AA-rated corporate bonds adjusted to match the timing of expected benefit payments.

Our consolidated postretirement health care and life insurance plan benefit expense in 2014 is based on the weighted-average discount rate described above and various other assumptions. Postretirement health care and life insurance plan benefit expense beyond 2014 will depend on future health care cost trends, changes in discount rates and various other factors related to the covered employees in the plans.

Our obligations for postretirement health care and life insurance plan benefits are measured annually as of December 31. The weighted average discount rate utilized to determine the present value of future postretirement health care and life insurance obligations at December 31, 2014 and 2013 was 4.05 percent and 4.84 percent, respectively. The assumed inflationary health care cost trend rates used to determine obligations at December 31, 2014 and costs for the year ended December 31, 2014 were 7.0 percent gradually decreasing to an ultimate rate of

4.5 percent in 2027. The assumed inflationary health care cost trend rates used to determine obligations at December 31, 2013 and costs for the year ended December 31, 2014 were 7.3 percent gradually decreasing to an ultimate rate of 4.5 percent in 2027. At December 31, 2014, the projected benefit obligations for our postretirement health care and life insurance plans was approximately $41 million and was essentially unchanged from the projected benefit obligation at December 31, 2013.

Impairment of Long-Lived Assets

Property, Plant and Equipment

Property, plant and equipment are tested for impairment in accordance with ASC Topic 360, *Property, Plant, and Equipment* ("ASC Topic 360"), whenever events or changes in circumstances indicate that the carrying amounts of such long-lived assets may not be recoverable from future net pre-tax cash flows. Impairment testing requires significant management judgment including estimating the future success of product lines, future sales volumes, growth rates for selling prices and costs, alternative uses for the assets and estimated proceeds from disposal of the assets. Impairment testing is conducted at the lowest level where cash flows can be measured and are independent of cash flows of other assets. An asset impairment would be indicated if the sum of the expected future net pre-tax cash flows from the use of the asset (undiscounted and without interest charges) is less than the carrying amount of the asset. An impairment loss would be measured based on the difference between the fair value of the asset and its carrying amount. We determine fair value based on an expected present value technique using multiple cash flow scenarios that reflect a range of possible outcomes and a risk free rate of interest are used to estimate fair value.

The estimates and assumptions used in the impairment analysis are consistent with the business plans and estimates we use to manage our business operations. The use of different assumptions would increase or decrease the estimated fair value of the asset and would increase or decrease the impairment charge. Actual outcomes may differ from the estimates.

Goodwill and Other Intangible Assets with Indefinite Lives

Goodwill arising from a business combination is recorded as the excess of purchase price and related costs over the fair value of identifiable assets acquired and liabilities assumed in accordance with ASC Topic 805, *Business Combinations* ("ASC Topic 805"). All of our goodwill was acquired in conjunction with the acquisition of Neenah Germany in October 2006 and the technical materials business in July 2014.

Under ASC Topic 350, *Intangibles — Goodwill and Other* ("ASC Topic 350"), goodwill is subject to impairment testing at least annually. ASC Topic 350 provides an entity with the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If, after assessing the totality of events or circumstances, an entity determines it is not more likely than not that the fair value of a reporting unit is less than its carrying amount, then performing the two-step impairment test is unnecessary. If the two-step impairment test is necessary, a fair-value-based test is applied at the reporting unit level, which is generally one level below the operating segment level. The test compares the fair value of an entity's reporting units to the carrying value of those reporting units. This test requires various judgments and estimates. We estimate the fair value of the reporting unit using a market approach in combination with a discounted operating cash flow approach. Impairment of goodwill is measured as the excess of the carrying amount of goodwill over the fair values of recognized and unrecognized assets and liabilities of the reporting unit. An adjustment to goodwill will be recorded for any goodwill that is determined to be impaired. We test goodwill for impairment at least annually on November 30 in conjunction with preparation of its annual business plan, or more frequently if events or circumstances indicate it might be impaired.

At November 30, 2014, our assessment of qualitative facts and circumstances indicated no impairment of goodwill. The qualitative factors considered included, but were not limited to, changes in the macroeconomic conditions; changes in industry and market conditions such as an increase in the competitive environment; changes in manufacturing input costs — particularly to the extent these cannot be recovered through higher selling prices; changes in the financial performance of Neenah Germany and the acquired technical materials business including earnings and cash flows; and changes in our market capitalization.

Certain trade names are estimated to have indefinite useful lives and as such are not amortized. Intangible assets with indefinite lives are annually reviewed for impairment in accordance with ASC Topic 350.

Other Intangible Assets with Finite Lives

Acquired intangible assets with finite useful lives are amortized on a straight-line basis over their respective estimated useful lives and reviewed for impairment in accordance with ASC Topic 360. Intangible assets consist primarily of customer relationships, trade names and acquired intellectual property. Such intangible assets are amortized using the straight-line method over estimated useful lives of between 10 and 15 years.

Our annual test of other intangible assets for impairment at November 30, 2014, 2013 and 2012 indicated that the carrying amount of such assets was recoverable.

Stock-Based Compensation

We account for stock-based compensation in accordance with the fair value recognition provisions of ASC Topic 718, *Compensation — Stock Compensation* ("ASC Topic 718"). The amount of stock-based compensation cost recognized is based on the fair value of grants that are ultimately expected to vest and is recognized pro-rata over the requisite service period for the entire award.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

As a multinational enterprise, we are exposed to risks such as changes in commodity prices, foreign currency exchange rates, interest rates and environmental regulation. A variety of practices are employed to manage these risks, including operating and financing activities and, where deemed appropriate, the use of derivative instruments. Derivative instruments are used only for risk management purposes and not for speculation or trading.

Presented below is a description of our most significant risks.

Foreign Currency Risk

Our reported operating results are affected by changes in the exchange rates of the local currencies of our non-U.S. operations relative to the U.S. dollar. For the year ended December 31, 2014, a hypothetical 10 percent increase in the exchange rates of the U.S dollar relative to the local currencies of our non-U.S. operations would have decreased our income before income taxes by approximately $2.9 million. We do not hedge our exposure to exchange risk on reported operating results.

The translation of the balance sheets of our non-U.S. operations from their local currencies into U.S. dollars is also sensitive to changes in the exchange rate of the U.S. dollar. Consequently, we performed a sensitivity test to determine if changes in the exchange rate would have a significant effect on the translation of the balance sheets of our non-U.S. operations into U.S. dollars. These translation gains or losses are recorded as unrealized translation adjustments ("UTA", a component of accumulated other comprehensive income) within stockholders' equity. The hypothetical change in UTA is calculated by multiplying the net assets of our non-U.S. operations by a 10 percent change in the exchange rate of their local currencies versus the U.S. dollar. As of December 31, 2014, the net assets of our non-U.S. operations exceeded their net liabilities by approximately $120 million. As of December 31, 2014, a 10 percent decrease in the exchange rate of the U.S. dollar against the local currencies of our non-U.S. operations would have decreased our stockholders' equity by approximately $13 million.

Commodity Risk

Pulp

We purchase the wood pulp used to produce our products on the open market, and, as a result, the price and other terms of those purchases are subject to change based on factors such as worldwide supply and demand and government regulation. We do not have significant influence over the price paid for our wood pulp purchases. Therefore, an increase in wood pulp prices could occur at the same time that prices for our products are decreasing and have an adverse effect on our results of operations, financial position and cash flows.

Based on 2014 pulp purchases, a 10 percent increase in the average market price for pulp (approximately $85 per ton) would have increased our annual costs for pulp purchases by approximately $16 million.

Other Manufacturing Inputs

We purchase a substantial portion of the other manufacturing inputs necessary to produce our products on the open market, and, as a result, the price and other terms of those purchases are subject to change based on factors such as worldwide supply and demand and government regulation. We do not have significant influence over our costs for such manufacturing inputs. Therefore, an increase in other manufacturing inputs could occur at the same time that prices for our products are decreasing and have an adverse effect on our results of operations, financial position and cash flows.

Our technical products business acquires certain of its specialized pulp requirements from two global suppliers and certain critical specialty latex grades from four suppliers. In general, these supply arrangements are not covered by formal contracts, but represent multi-year business relationships that have historically been sufficient to meet our needs. We expect these relationships to continue to operate in a satisfactory manner in the future. In the event of an interruption of production at any one supplier, we believe that each of these suppliers individually would be able to satisfy our short-term requirements for specialized pulp or specialty latex. In the event of a long-term disruption in our supply of specialized pulp or specialty latex, we believe we would be able to substitute other pulp grades or other latex grades that would allow us to meet required product performance characteristics and incur only a limited disruption in our production. As a result, we do not believe that the substitution of such alternative pulp or latex grades would have a material effect on our operations.

Cotton fiber represents less than five percent of the total fiber requirements of our fine paper and packaging business. Our fine paper and packaging business acquires a substantial majority of the cotton fiber used in the production of certain branded bond paper products pursuant to annual agreements with two North American producers. The balance of our cotton fiber requirements are acquired through "spot market" purchases from a variety of other producers. We believe that a partial or total disruption in the production of cotton fibers at our two primary suppliers would increase our reliance on "spot market" purchases with a likely corresponding increase in cost. Since we have the ability to source cotton fiber on the "spot market" if faced with a supply disruption, we would not expect cotton fiber supply issues to have a material effect on our operations.

We generate substantially all of the electrical energy used by our Munising mill and approximately 25 percent of the electrical energy at our Appleton and Bruckmühl mills. Availability of energy is not expected to be a problem in the foreseeable future, but the purchase price of such energy can and likely will fluctuate significantly based on fluctuations in demand and other factors. There is no assurance that that we will be able to obtain electricity or natural gas purchases on favorable terms in the future.

Except for certain specialty latex grades and specialty softwood pulp used by our technical products business and cotton fiber used by our fine paper and packaging business, we are not aware of any significant concentration of business transacted with a particular supplier.

Interest Rate Risk

We are exposed to interest rate risk on our variable rate bank debt. At December 31, 2014, we had $48.7 million of variable rate borrowings outstanding. A 100 basis point increase in interest rates would increase our annual interest expense on outstanding variable rate borrowings by approximately $0.5 million.

Environmental Regulation/Climate Change Legislation

Our manufacturing operations are subject to extensive regulation primarily by U.S., German and other international authorities. We have made significant capital expenditures to comply with environmental laws, rules and regulations. Due to changes in environmental laws and regulations, including potential future legislation to limit GHG emissions, the application of such regulations and changes in environmental control technology, we are not able to predict with certainty the amount of future capital spending to be incurred for environmental purposes. Taking these uncertainties into account, we have planned capital expenditures for environmental projects during the period 2015 through 2017 of approximately $1 million to $2 million annually.

We believe these risks can be managed and will not have a material effect on our business or our consolidated financial position, results of operations or cash flows.

Item 8. Financial Statements and Supplementary Data

The information required in Item 8 is contained in and incorporated herein by reference from pages F-1 through F-48 of this Annual Report on Form 10-K.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures

The Company's management, with the participation of its Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the Company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act)) as of the end of the period covered by this report. Based on such evaluation, the Company's Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of such period, the Company's disclosure controls and procedures are effective in recording, processing, summarizing and reporting, on a timely basis, information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act and are effective in ensuring that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control Over Financial Reporting

The Company's management is responsible for establishing and maintaining effective internal control over financial reporting as defined in Rules 13a-15(f) or 15a-15(f) under the Securities Exchange Act of 1934. The Company's internal control over financial reporting is designed to provide reasonable assurance to the Company's management and board of directors regarding the preparation and fair presentation of published financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2014. The scope of management's assessment of the effectiveness of internal control over financial reporting includes all of the Company's businesses except for the Crane Technical Materials business acquired in July 2014. The acquired business constituted approximately 11 percent of total assets, five percent of revenues, and one percent of net income of the consolidated financial statement amounts as of and for the year ended December 31, 2014. Further discussion of this acquisition can be found in Note 3 "Acquisitions" to our consolidated financial statements. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control — Integrated Framework (2013). Based upon its assessment, management believes that as of December 31, 2014, the Company's internal controls over financial reporting were effective.

The effectiveness of internal control over financial reporting as of December 31, 2014, has been audited by Deloitte & Touche LLP, the independent registered public accounting firm who also audited the Company's consolidated financial statements. Deloitte & Touche's attestation report on the Company's internal control over financial reporting is included herein. See "Item 15 — Exhibits and Financial Statement Schedules."

Neenah Paper, Inc
February 27, 2015

Changes in Internal Control Over Financial Reporting

There has been no significant change in the Company's internal control over financial reporting during the three months ended December 31, 2014 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information

None.

PART III

Item 10. Directors and Executive Officers of the Registrant

The information required to be set forth herein, except for the information included under Executive Officers of the Company, relating to nominees for director of Neenah and compliance with Section 16(a) of the Securities Exchange Act of 1934 is set forth under the captions "Election of Directors," "Meetings and Committees of the Board of Directors," "Corporate Governance" and "Section 16(a) Beneficial Ownership Reporting Compliance," respectively, in the Proxy Statement for the Annual Meeting of Stockholders to be held on May 21, 2015. Such information is incorporated herein by reference. The definitive Proxy Statement will be filed with the Securities and Exchange Commission no later than 120 days after December 31, 2014.

Executive Officers of the Company

Set forth below is information concerning our executive officers.

Name	Position
John P. O'Donnell	President and Chief Executive Officer
Steven S. Heinrichs	Senior Vice President, General Counsel and Secretary
Bonnie C. Lind	Senior Vice President, Chief Financial Officer and Treasurer
James R. Piedmonte	Senior Vice President — Operations
Julie A. Schertell	Senior Vice President — Fine Paper and Packaging and Technical Products U.S.
Armin S. Schwinn	Senior Vice President — Managing Director of Neenah Germany

John P. O'Donnell, born in 1960, is our President and Chief Executive Officer and has been in that role since May 2011. Prior to becoming President and Chief Executive Office, Mr. O'Donnell served as our Senior Vice President, Chief Operating Officer since June 2010. In November 2007, Mr. O'Donnell joined the Company as President, Fine Paper. Mr. O'Donnell was employed by Georgia-Pacific Corporation from 1985 until 2007 and held increasingly senior roles in the Consumer Products division. Mr. O'Donnell served as President of the North America Retail Business from 2004 through 2007, and as President of the North American Commercial Tissue business from 2002 through 2004.

Steven S. Heinrichs, born in 1968, is our Senior Vice President, General Counsel and Secretary and has been in that role since June 2004 when he joined Kimberly-Clark as Chief Counsel, Pulp and Paper and General Counsel for Neenah Paper, Inc. Prior to his employment with Kimberly-Clark, Mr. Heinrichs served as Associate General Counsel and Assistant Secretary for Mariner Health Care, Inc., a nursing home and long-term acute care hospital company. Before joining Mariner Health Care in 2003, Mr. Heinrichs served as Associate General Counsel and Assistant Secretary for American Commercial Lines LLC, a leading inland barge and shipbuilding company from 1998 through 2003. Mr. Heinrichs engaged in the private practice of law with Skadden, Arps, Slate, Meagher and Flom LLP and Shuttleworth, Smith, McNabb and Williams PLLC from 1994 through 1998. Mr. Heinrichs received his MBA from the Kellogg School of Management at Northwestern University in 2008.

Bonnie C. Lind, born in 1958, is our Senior Vice President, Chief Financial Officer and Treasurer and has been in that role since June 2004. Ms. Lind was an employee of Kimberly-Clark from 1982 until 2004, holding a variety of increasingly senior financial and operations positions. From 1999 until June 2004, Ms. Lind served as the Assistant Treasurer of Kimberly-Clark and was responsible for managing Kimberly-Clark's global treasury operations. Prior to that, she was Director of Kimfibers with overall responsibility for the sourcing and distribution of pulp to Kimberly-Clark's global operations.

James R. Piedmonte, born in 1956, is our Senior Vice President — Operations and has been in that role since June 2004. Mr. Piedmonte had been employed by Kimberly-Clark from 1978 until 2004, and held increasingly senior positions within Kimberly-Clark's operations function. Mr. Piedmonte was responsible for Kimberly-Clark's pulp mill and forestry operations in Pictou, Nova Scotia, from 2001 until 2004. Previously he was the Director of Operations for the fine paper business operations, as well as mill manager at the Whiting, Wisconsin mill.

Julie A. Schertell , born in 1969, is our Senior Vice President — Fine Paper and Packaging and Technical Products U.S., and has been in that role since January 2014. Ms. Schertell joined the Company in 2008 and served as Vice President of Sales and Marketing for the Fine Paper division through December 2010 and as a Senior Vice

President of the Company and President, Fine Paper through December 2013. Ms. Schertell was employed by Georgia-Pacific Corporation in the Consumer Products Retail division, where she served as Vice President of Sales Strategy from 2007-2008, and as Vice President of Customer Solutions from 2003 through 2007.

Armin S. Schwinn, born in 1959, is our Senior Vice President — Managing Director of Neenah Germany and has been in that role since April 2010. In July 2014, Mr. Schwinn assumed responsibility for the sales and marketing activities of our acquired technical materials business. Mr. Schwinn had been Vice President, Finance of Neenah Germany since our acquisition of FiberMark Germany in October 2006. Mr. Schwinn joined FiberMark Germany in 1995 and held increasingly senior positions within FiberMark Germany's financial, purchasing and administrative functions. Prior to this, Mr. Schwinn served in various leadership positions in other German manufacturing and service companies.

There are no family relationships among our directors or executive officers.

Code of Ethics

The Neenah Paper, Inc. Code of Business Conduct and Ethics, applies to all directors, officers and employees of Neenah. The Code of Business Conduct and Ethics meets the requirements of a "code of ethics" as defined by Item 406 of Regulation S-K, and applies to our Chief Executive Officer, Chief Financial Officer (our principal financial officer) and Vice President — Controller (our principal accounting officer), as well as all other employees, as indicated above. The Code of Business Conduct and Ethics also meets the requirements of a code of conduct under New York Stock Exchange listing standards. The Code of Business Conduct and Ethics is posted on our web site at www.neenah.com under the links "Investor Relations — Corporate Governance — Code of Ethics" and print copies are available upon request without charge. You can request print copies by contacting our General Counsel in writing at Neenah Paper, Inc., 3460 Preston Ridge Road, Suite 600, Alpharetta, Georgia 30005 or by telephone at 678-566-6500. The Company intends to disclose any amendments to the Code of Business Conduct and Ethics, as well as any waivers for executive officers or directors, on our web site at www.neenah.com. Information on our web site is not incorporated by reference in this document.

Item 11. Executive Compensation

Information relating to executive compensation and other matters is set forth under the captions "Compensation, Discussion and Analysis," "Additional Executive Compensation," "Director Compensation," and "Compensation Committee Report" in the Proxy Statement referred to in Item 10 above. Such information is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management

Information relating to ownership of common stock of Neenah by certain persons is set forth under the caption "Security Ownership of Certain Beneficial Owners and Management" in the Proxy Statement referred to in Item 10 above. Such information is incorporated herein by reference. Information regarding securities authorized for issuance under equity compensation plans of Neenah is set forth under the caption "Equity Compensation Plan Information" in the Proxy Statement referred to in Item 10 above. Such information is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions and Director Independence

Information relating to existing or proposed relationships or transactions between Neenah and any affiliate of Neenah is set forth under the caption "Certain Relationships and Related Transactions" in the Proxy Statement referred to in Item 10 above. Such information is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

Information relating to Neenah's principal accounting fees and services is set forth under the caption "Independent Registered Public Accounting Firm Fees and Services" in the Proxy Statement referred to in Item 10 above. Such information is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedule

(a) Documents filed as part of this report:

1. Consolidated Financial Statements

The following reports and financial statements are filed herewith on the pages indicated:

	Page
Report of Independent Registered Public Accounting Firm on Internal Control over Financial Reporting	F-2
Report of Independent Registered Public Accounting Firm	F-3
Consolidated Statements of Operations	F-4
Consolidated Statements of Other Comprehensive Income	F-5
Consolidated Balance Sheets	F-6
Consolidated Statements of Changes in Stockholders' Equity	F-7
Consolidated Statements of Cash Flows	F-8
Notes to Consolidated Financial Statements	F-9

2. Financial Statement schedule

The following schedule is filed herewith:

Schedule II — Valuation and Qualifying Accounts	F-48

All other schedules for which provision is made in the applicable accounting regulations of the Securities and Exchange Commission are not required under the related instructions or are inapplicable and, therefore, have been omitted.

3. Exhibits

See (b) below

(b) Exhibits

The following exhibits are filed with or incorporated by reference in this report. Where such filing is made by incorporation by reference to a previously filed registration statement or report, such registration statement or report is identified in parentheses. We will furnish any exhibit at no cost upon written request to us at: Investor Relations, Neenah Paper, Inc., 3460 Preston Ridge Road, Suite 600, Alpharetta, Georgia 30005.

Exhibit Number	Exhibit
2	Distribution Agreement dated as of November 20, 2004 between Kimberly-Clark Corporation and Neenah Paper, Inc. (filed as Exhibit 2.1 to the Neenah Paper, Inc. Current Report on Form 8-K filed November 30, 2004 and incorporated herein by reference).
2.1	Sale and Purchase Agreement dated as of August 9, 2006 by and between FiberMark, Inc., FiberMark International Holdings LLC, and Neenah Paper, Inc. (filed as Exhibit 2.1 to the Neenah Paper, Inc. Current Report on Form 8-K filed October 11, 2006 and incorporated herein by reference).
2.2	Assignment of Sale and Purchase Agreement Rights dated October 11, 2006 by and between Neenah Paper, Inc. and Neenah Paper International, LLC (filed as Exhibit 2.2 to the Neenah Paper, Inc. Current Report on Form 8-K filed October 11, 2006 and incorporated herein by reference).
2.5	Agreement and Plan of Merger, among Neenah Paper, Inc., Fox Valley Corporation, Fox River Paper Company, LLC and AF/CPS Holding Corporation, dated as of February 5, 2007 (filed as Exhibit 2.1 to the Neenah Paper, Inc. Current Report on Form 8-K filed March 1, 2007 and incorporated herein by reference).

Exhibit Number	Exhibit
2.6	Amended and Restated Share Purchase Agreement dated as of June 24, 2008, by and among Neenah Paper Company of Canada, NPCC Holding Company, LLC, Neenah Paper, Inc., Azure Mountain Capital Holdings LP, Northern Pulp NS LP, and Azure Mountain Capital Financial LP (filed as Exhibit 10.2 to the Neenah Paper, Inc. Quarterly Report on Form 10-Q for the three months ended June 30, 2008, filed August 11, 2008 and incorporated herein by reference).
2.7	Asset Purchase Agreement dated as of June 24, 2008, by and between Neenah Paper Company of Canada and Azure Mountain Financial Corporation (filed as Exhibit 10.3 to the Neenah Paper, Inc. Quarterly Report on Form 10-Q for the three months ended June 30, 2008, filed August 11, 2008 and incorporated herein by reference).
2.8	Asset Purchase Agreement dated as of June 24, 2008, by and between Neenah Paper Company of Canada and Northern Pulp Nova Scotia Corporation (filed as Exhibit 10.4 to the Neenah Paper, Inc. Quarterly Report on Form 10-Q for the three months ended June 30, 2008, filed August 11, 2008 and incorporated herein by reference).
2.9	Timberland Purchase and Sale Agreement dated as of February 26, 2010 by and between Neenah Paper Company of Canada and Northern Timber Nova Scotia Corporation (filed as Exhibit 10.1 to the Neenah Paper, Inc. Quarterly Report on Form 10-Q for the three months ended March 31, 2010, filed May 10, 2010 and incorporated herein by reference).
2.10	Asset Purchase Agreement, by and among Neenah Paper, Inc., Wausau Paper Corp. and Wausau Paper Mills, LLC, dated as of December 7, 2011 (filed as Exhibit 2.1 to the Neenah Paper, Inc. Current Report on Form 8-K filed January 31, 2012 and incorporated herein by reference).
2.11	Securities Purchase Agreement by and among Crane Technical Materials, Inc., Crane & Co., Inc., Neenah Paper, Inc. and Neenah Filtration, LLC dated as of June 2, 2014 (filed as Exhibit 2.1 to the Neenah Paper, Inc. Quarterly Report on Form 10-Q for the three months ended June 30, 2014, filed August 7, 2014) (portions of this exhibit have been omitted pursuant to a confidential treatment request that we have filed with the Securities Exchange Commission).
3.1	Amended and Restated Certificate of Incorporation of Neenah Paper, Inc. (filed as Exhibit 3.1 to the Neenah Paper, Inc. Current Report on Form 8-K filed November 30, 2004 and incorporated herein by reference).
3.2	Amended and Restated Bylaws of Neenah Paper, Inc. (filed as Exhibit 3.2 to the Neenah Paper, Inc. Current Report on Form 8-K filed November 30, 2004 and incorporated herein by reference).
4.1	Indenture dated as of November 30, 2004 between Neenah Paper, Inc., the Subsidiary Guarantors named therein and The Bank of New York Trust Company, N.A., as Trustee, including Form of $7\frac{3}{8}$ Senior Note due 2014 (filed as Exhibit 10.8 to the Neenah Paper, Inc. Current Report on Form 8-K filed November 30, 2004 and incorporated herein by reference).
4.2	Rights Agreement between Neenah Paper, Inc. and EquiServe Trust Company, N.A., as Rights Agent, dated as of November 30, 2004 (filed as Exhibit 4.1 to the Neenah Paper, Inc. Current Report on Form 8-K filed November 30, 2004 and incorporated herein by reference).
4.3	Form of Subsidiary Guarantee (included as Exhibit E to Exhibit 4.1).
4.4	Indenture dated as of May 23, 2013, by and among the Company, the Guarantors named therein, and the 2021 Notes Trustee filed as Exhibit 4.1 to the Neenah Paper, Inc. Current Report on Form 8-K, filed May 24, 2013 and incorporated herein by reference).
10.2	Tax Sharing Agreement dated as of November 30, 2004 by and between Kimberly-Clark Corporation and Neenah Paper, Inc. (filed as Exhibit 10.2 to the Neenah Paper, Inc. Current Report on Form 8-K filed November 30, 2004 and incorporated herein by

reference).

10.3 Lease Agreement dated June 29, 2004 between Neenah Paper, Inc. and Germania Property Investors XXXIV, L.P. (filed as Exhibit 10.3 to the Neenah Paper, Inc. Current Report on Form 8-K filed November 30, 2004 and incorporated herein by reference).

Exhibit Number	Exhibit
10.4	Industrial Lease Agreement dated October 8, 2004 by and between Neenah Paper, Inc. and Duke Realty Limited Partnership (filed as Exhibit 10.4 to the Neenah Paper, Inc. Current Report on Form 8-K filed November 30, 2004 and incorporated herein by reference).
10.5*	Neenah Paper Supplemental Pension Plan (filed as Exhibit 10.5 to the Neenah Paper, Inc. Annual Report on Form 10-K for the year ended December 31, 2004, filed March 31, 2005 and incorporated herein by reference).
10.6*	Neenah Paper Supplemental Retirement Contribution Plan (filed as Exhibit 10.6 to the Neenah Paper, Inc. Annual Report on Form 10-K for the year ended December 31, 2004, filed March 31, 2005 and incorporated herein by reference).
10.7*	Neenah Paper Executive Severance Plan (filed as Exhibit 10.7 to the Neenah Paper, Inc. Annual Report on Form 10-K for the year ended December 31, 2004, filed March 31, 2005 and incorporated herein by reference).
10.8*	Neenah Paper Severance Pay Plan (filed as Exhibit 10.8 to the Neenah Paper, Inc. Annual Report on Form 10-K for the year ended December 31, 2006, filed March 16, 2007 and incorporated herein by reference).
10.12	Form of Employee Matters Agreement by and between Kimberly-Clark Corporation and Neenah Paper, Inc. (filed as Exhibit 10.2 to the Neenah Paper, Inc. Registration Statement on Form 10, as amended, filed August 26, 2004 and incorporated herein by reference).
10.20*	Neenah Paper, Inc. Amended and Restated 2004 Omnibus Stock and Incentive Compensation Plan (filed as Annex A to the Neenah Paper, Inc. Definitive Proxy Statement on Schedule 14A for the year ended December 31, 2013, filed April 12, 2013 and incorporated herein by reference).
10.21*	Neenah Paper Deferred Compensation Plan approved on December 11, 2006 (filed as Exhibit 10.1 to the Neenah Paper, Inc. Current Report on Form 8-K filed December 15, 2006 and incorporated herein by reference).
10.22*	Neenah Paper Directors' Deferred Compensation Plan approved on December 11, 2006. (filed as Exhibit 99.1 to the Neenah Paper, Inc. Registration Statement on Form S-8 filed December 21, 2006 and incorporated herein by reference).
10.23	Subscription Agreement, dated as of June 24, 2008, by and between Neenah Paper Company of Canada, and Azure Mountain Capital Financial Corporation (filed as Exhibit 10.6 to the Neenah Paper, Inc. Quarterly Report on Form 10-Q for the three months ended June 30, 2008, filed August 11, 2008 and incorporated herein by reference).
10.24	Amended and Restated Credit Agreement dated as of November 5, 2009 by and among Neenah Paper, Inc., certain of its subsidiaries, the lenders listed therein and JPMorgan Chase Bank, N.A., as agent for the Lenders (filed as Exhibit 10.34 to the Neenah Paper, Inc. Annual Report on Form 10-K for the year ended December 31, 2009, filed March 10, 2010 and incorporated herein by reference).+
10.25	First Amendment dated as of March 31, 2011 to the Amended and Restated Credit Agreement dated as of November 5, 2009 by and among Neenah Paper, Inc., certain of its subsidiaries, the lenders listed therein and JPMorgan Chase Bank, N.A., as agent for the Lenders (filed as Exhibit 10.1 to the Neenah Paper, Inc. Quarterly Report on Form 10-Q for the three months ended March 31, 2011, filed May 10, 2011 and incorporated herein by reference).+
10.26	Second Amendment dated as of November 16, 2011 to the Amended and Restated Credit Agreement dated as of November 5, 2009 by and among Neenah Paper, Inc., certain of its subsidiaries, the lenders listed therein and JPMorgan Chase Bank, N.A., as agent for the Lenders (filed as Exhibit 10.27 to the Neenah Paper, Inc. Annual Report on Form 10-K for the year ended December 31, 2011, filed March 8, 2012 and incorporated herein by

reference).

Exhibit Number	Exhibit
10.27	Second Amended and Restated Credit Agreement dated as of October 11, 2012 by and among Neenah Paper, Inc., certain of its subsidiaries, the lenders listed therein and JPMorgan Chase Bank, N.A., as agent for the Lenders (filed as Exhibit 10.28 to the Neenah Paper, Inc. Annual Report on Form 10-K for the year ended December 31, 2013, filed March 7, 2013 and incorporated herein by reference).
10.28	First Amendment dated as of June 7, 2013 to the Second Amended and Restated Credit Agreement, dated as of October 11, 2012 by and among Neenah Paper, Inc., certain of its subsidiaries, the lenders listed therein and JPMorgan Chase Bank, N.A., as agent for the Lenders (filed as Exhibit 99.1 to the Neenah Paper, Inc. Current Report on Form 8-K filed June 11, 2013 and incorporated herein by reference).
10.29	Second Amendment dated December 16, 2013 to the Second Amended and Restated Credit Agreement dated as of October 11, 2012 by and among Neenah Paper, Inc., certain of its subsidiaries, the lenders listed therein and JPMorgan Chase Bank, N.A., as agent for the Lenders (filed as Exhibit 99.1 to the Neenah Paper, Inc. Current Report on Form 8-K filed December 18, 2013 and incorporated herein by reference).
10.30	First Amendment to the Neenah Paper Executive Severance Plan (filed as Exhibit 10.28 to the Neenah Paper, Inc. Annual Report on Form 10-K for the year ended December 31, 2013, (filed March 7, 2013 and incorporated herein by reference).
10.31	Third Amended and Restated Credit Agreement dated December 18, 2014 by and among Neenah Paper, Inc., certain subsidiaries of Neenah Paper, Inc., as Domestic Borrowers, Neenah Services GmbH & Co. KG and certain of its subsidiaries, as German Borrowers, certain other subsidiaries of Neenah Paper, Inc. as Guarantors, each of the financial institutions which is a signatory hereto or which may from time to time become a party hereto, as Lenders, JPMorgan Chase Bank, N.A., as Administrative Agent and Bank of America, N.A., as Syndication Agent (filed herewith).+
12	Statement Regarding Computation of Ratio of Earnings to Fixed Charges (filed herewith)
21	List of Subsidiaries of Neenah Paper, Inc. (filed herewith).
23	Consent of Deloitte & Touche LLP (filed herewith)
24	Power of Attorney (filed herewith)
31.1	Certification of Chief Executive Officer required by Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (filed herewith).
31.2	Certification of Chief Financial Officer required by Rule 13a-14(a) or Rule 15d-14(a) of the Exchange Act (filed herewith).
32	Certification of Chief Executive Officer and Chief Financial Officer required by Rule 13a-14(b) or Rule 15d-14(b) of the Exchange Act and Section 1350 of Chapter 63 of Title 18 of the United States Code (filed herewith).
101.INS	XBRL Instance Document (filed herewith).
101.SCH	XBRL Taxonomy Extension Schema Document (filed herewith).
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document (filed herewith).
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document (filed herewith).
101.LAB	XBRL Taxonomy Extension Label Linkbase Document (filed herewith).
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document (filed herewith).

* Indicates management contract or compensatory plan or arrangement.

\+ Pursuant to a confidential treatment request portions of this exhibit have been furnished separately to the Securities and Exchange Commission.

(c) Financial Statement Schedule

See Item 15(a) (2) above.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

NEENAH PAPER, INC.

By: /s/ JOHN P. O'DONNELL

Name: John P. O'Donnell
Title: President and Chief Executive Officer (in his capacity as a duly authorized officer of the Registrant and in his capacity as Chief Executive Officer)
Date: February 27, 2015

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

/s/ JOHN P. O'DONNELL John P. O'Donnell	President and Chief Executive Officer (Principal Executive Officer)	February 27, 2015
/s/ BONNIE C. LIND Bonnie C. Lind	Senior Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)	February 27, 2015
/s/ LARRY N. BROWNLEE Larry N. Brownlee	Vice President — Controller (Principal Accounting Officer)	February 27, 2015
/s/ SEAN T. ERWIN* Sean T. Erwin	Chairman of the Board and Director	February 27, 2015
/s/ EDWARD GRZEDZINSKI* Edward Grzedzinski	Director	February 27, 2015
/s/ MARY ANN LEEPER* Mary Ann Leeper	Director	February 27, 2015
/s/ TIMOTHY S. LUCAS* Timothy S. Lucas	Director	February 27, 2015
/s/ JOHN F. MCGOVERN* John F. McGovern	Director	February 27, 2015
/s/ PHILIP C. MOORE* Philip C. Moore	Director	February 27, 2015

/s/ STEPHEN M. WOOD*	Director	February 27, 2015
Stephen M. Wood		

*By: /s/ STEVEN S. HEINRICHS

Steven S. Heinrichs
Senior Vice President, General Counsel and Secretary
Attorney-in-fact

TABLE OF CONTENTS

	Page
Report of Independent Registered Public Accounting Firm on Internal Control over Financial Reporting	F-2
Report of Independent Registered Public Accounting Firm	F-3
Consolidated Statements of Operations	F-4
Consolidated Statements of Comprehensive Income	F-5
Consolidated Balance Sheets	F-6
Consolidated Statements of Changes in Stockholders' Equity	F-7
Consolidated Statements of Cash Flows	F-8
Notes to Consolidated Financial Statements	F-9
Schedule II — Valuation and Qualifying Accounts	F-48

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Neenah Paper, Inc. Alpharetta, Georgia

We have audited the internal control over financial reporting of Neenah Paper, Inc. and subsidiaries (the "Company") as of December 31, 2014, based on criteria established in *Internal Control — Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. As described in Management's Annual Report on Internal Control Over Financial Reporting, management excluded from its assessment the internal control over financial reporting at Crane Technical Materials, which was acquired on July 1, 2014 and whose financial statements constitute 11% of total assets, 5% of revenues and 1% of net income of the consolidated financial statement amounts as of and for the year ended December 31, 2014. Accordingly, our audit did not include the internal control over financial reporting at Crane Technical Materials. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, based on the criteria established in *Internal Control — Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements and financial statement schedule as of and for the year ended December 31, 2014 of the Company and our report dated February 27, 2015 expressed an unqualified opinion on those financial statements and financial statement schedules.

/s/ Deloitte & Touche LLP

Atlanta, Georgia
February 27, 2015

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Neenah Paper, Inc. Alpharetta, Georgia

We have audited the accompanying consolidated balance sheets of Neenah Paper, Inc. and subsidiaries (the "Company") as of December 31, 2014 and 2013, and the related consolidated statements of income, comprehensive income, changes in stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2014. Our audits also included the financial statement schedule listed in the Index at Item 15. These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on the financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Neenah Paper, Inc. and subsidiaries as of December 31, 2014 and 2013, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2014, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, present fairly, in all material respects, the information set forth therein.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2014, based on the criteria established in *Internal Control — Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 27, 2015 expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ Deloitte & Touche LLP

Atlanta, Georgia
February 27, 2015

NEENAH PAPER, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

(In millions, except share and per share data)

	Year Ended December 31,		
	2014	2013	2012
Net sales	$ 902.7	$ 844.5	$ 808.8
Cost of products sold	725.5	678.9	649.7
Gross profit	177.2	165.6	159.1
Selling, general and administrative expenses	83.2	79.4	77.4
Integration/restructuring costs	2.9	0.6	5.8
Pension plan settlement charge	3.5	0.2	3.5
Loss on early extinguishment of debt	0.2	0.5	0.6
Other (income) expense — net	(0.1)	1.1	1.4
Operating income	87.5	83.8	70.4
Interest expense	11.4	11.2	13.5
Interest income	(0.3)	(0.2)	(0.1)
Income from continuing operations before income taxes	76.4	72.8	57.0
Provision for income taxes	7.7	23.4	17.1
Income from continuing operations	68.7	49.4	39.9
Income from discontinued operations, net of taxes (Note 12)	—	2.6	4.4
Net income	$ 68.7	$ 52.0	$ 44.3
Earnings Per Common Share			
Basic			
Continuing operations	$ 4.09	$ 3.02	$ 2.46
Discontinued operations	—	0.16	0.27
	$ 4.09	$ 3.18	$ 2.73
Diluted			
Continuing operations	$ 4.03	$ 2.96	$ 2.41
Discontinued operations	—	0.16	0.27
	$ 4.03	$ 3.12	$ 2.68
Weighted Average Common Shares Outstanding (in thousands)			
Basic	16,584	16,072	15,752
Diluted	16,872	16,403	16,072

See Notes to Consolidated Financial Statements

NEENAH PAPER, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(In millions)

	Year Ended December 31,		
	2014	2013	2012
Net income	$ 68.7	$ 52.0	$ 44.3
Reclassification of amounts recognized in the consolidated statement of operations:			
Amortization of adjustments to pension and other postretirement benefit liabilities	4.7	6.5	5.1
Pension plan settlement charge	3.5	0.2	3.5
Amounts recognized in the consolidated statement of operations	8.2	6.7	8.6
Unrealized foreign currency translation gain (loss)	(23.7)	8.7	4.4
Net gain (loss) from pension and other postretirement benefit liabilities	(34.3)	15.8	(31.2)
Curtailment loss	—	—	0.3
Unrealized gain (loss) on "available-for-sale" securities	—	(0.1)	0.1
Gain (loss) from other comprehensive income items before income taxes	(49.8)	31.1	(17.8)
Provision (benefit) for income taxes	(8.7)	8.6	(7.7)
Other comprehensive income (loss)	(41.1)	22.5	(10.1)
Comprehensive income	$ 27.6	$ 74.5	$ 34.2

See Notes to Consolidated Financial Statements

NEENAH PAPER, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

(In millions, expept share data)

	December 31,	
	2014	2013
ASSETS		
Current Assets		
Cash and cash equivalents	$ 72.6	$ 73.4
Accounts receivable, net	87.1	90.5
Inventories	111.3	101.1
Income taxes receivable	—	0.6
Deferred income taxes	15.8	22.8
Prepaid and other current assets	15.7	17.0
Total Current Assets	302.5	305.4
Property, Plant and Equipment — net	270.0	261.7
Deferred Income Taxes	29.9	13.3
Goodwill (Note 4)	51.5	43.1
Intangible Assets — net (Note 4)	58.9	38.5
Other Assets	17.8	13.9
TOTAL ASSETS	$ 730.6	$ 675.9
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Debt payable within one year	$ 1.4	$ 21.4
Accounts payable	46.9	36.4
Accrued expenses	45.8	45.8
Total current liabilities	94.1	103.6
Long-Term Debt	232.9	190.5
Deferred Income Taxes	10.6	15.6
Noncurrent Employee Benefits	103.1	97.7
Other Noncurrent Obligations	1.2	1.0
TOTAL LIABILITIES	441.9	408.4
Commitments and Contingencies (Notes 10 and 11)		
Stockholders' Equity		
Common stock, par value $0.01 — authorized: 100,000,000 shares; issued and outstanding: 17,849,000 shares and 17,383,000 shares	0.2	0.2
Treasury stock, at cost: 1,101,000 shares and 1,022,000 shares	(31.7)	(27.2)
Additional paid-in capital	300.4	285.2
Retained earnings	88.2	36.6
Accumulated other comprehensive loss	(68.4)	(27.3)
Total Stockholders' Equity	288.7	267.5
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 730.6	$ 675.9

See Notes to Consolidated Financial Statements

NEENAH PAPER, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

(In millions, shares in thousands)

	Common Stock		Treasury Stock	Additional Paid-In Capital	Retained Earnings/ Accumulated Deficit	Accumulated Other Comprehensive Income
	Shares	Amount				
Balance, December 31, 2011	15,594	$ 0.1	$ (10.9)	$ 257.6	$ (40.4)	$ (39.7)
Net income	—	—	—	—	44.3	—
Other comprehensive loss, net of income taxes	—	—	—	—	—	(10.1)
Dividends declared	—	—	—	—	(7.8)	—
Excess tax benefits from stock-based compensation	—	—	—	6.1	—	—
Shares purchased (Note 9)	—	—	(4.1)	—	—	—
Stock options exercised	371	—	—	5.3	—	—
Restricted stock vesting (Note 9)	861	0.1	(7.6)	—	—	—
Stock-based compensation	—	—	—	4.9	—	—
Balance, December 31, 2012	16,826	0.2	(22.6)	273.9	(3.9)	(49.8)
Net income	—	—	—	—	52.0	—
Other comprehensive income, net of income taxes	—	—	—	—	—	22.5
Dividends declared	—	—	—	—	(11.5)	—
Dividends-in-kind	—	—	—	0.1	—	—
Excess tax benefits from stock-based compensation	—	—	—	2.6	—	—
Stock options exercised	336	—	(0.6)	3.7	—	—
Restricted stock vesting (Note 9)	221	—	(4.0)	—	—	—
Stock-based compensation	—	—	—	4.9	—	—
Balance, December 31, 2013	17,383	0.2	(27.2)	285.2	36.6	(27.3)
Net income	—	—	—	—	68.7	—
Other comprehensive loss, net of income taxes	—	—	—	—	—	(41.1)

Dividends

declared	—	—	—	—	(17.1)	—
Excess tax benefits from stock-based compensation	—	—	—	5.6	—	—
Shares purchased (Note 9)	—	—	(1.1)	—	—	—
Stock options exercised	316	—	—	3.6	—	—
Restricted stock vesting (Note 9)	150	—	(3.4)	—	—	—
Stock-based compensation	—	—	—	6.0	—	—
Balance, December 31, 2014	17,849	$ 0.2	$ (31.7)	$ 300.4	$ 88.2	$ (68.4)

See Notes to Consolidated Financial Statements

NEENAH PAPER, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)

	Year Ended December 31,		
	2014	2013	2012
OPERATING ACTIVITIES			
Net income	$ 68.7	$ 52.0	$ 44.3
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	30.0	29.4	28.8
Stock-based compensation	6.0	4.9	4.9
Excess tax benefit from stock-based compensation (Note 8)	(5.6)	(2.6)	(6.1)
Deferred income tax provision	3.7	19.3	10.7
Non-cash effects of changes in liabilities for uncertain income tax positions	(2.0)	(0.1)	(3.9)
Loss on early extinguishment of debt	0.2	0.5	0.6
Inventory acquired in acquisitions (Note 3)	—	(1.8)	(6.6)
Pension settlement charge, net of plan payments	3.5	(0.2)	(3.4)
Loss on asset dispositions	0.2	0.5	0.1
Net cash provided by (used in) changes in operating working capital, net of effect of acquisitions (Note 14)	9.0	(6.6)	(20.9)
Pension and other post-employment benefits	(18.3)	(11.5)	(7.3)
Other	(0.9)	(0.3)	(1.1)
NET CASH PROVIDED BY OPERATING ACTIVITIES	94.5	83.5	40.1
INVESTING ACTIVITIES			
Capital expenditures	(27.9)	(28.7)	(25.1)
Decrease in restricted cash	—	—	7.0
Purchases of marketable securities	(0.6)	(0.1)	(0.1)
Purchase of brands (Note 3)	—	(5.2)	(14.1)
Proceeds from sale of property, plant and equipment	—	0.6	—
Purchase of Crane Technical Materials (Note 3)	(72.4)	—	—
Purchase of equity investment	(2.9)	—	—
Other	(1.1)	0.1	—
NET CASH USED IN INVESTING ACTIVITIES	(104.9)	(33.3)	(32.3)
FINANCING ACTIVITIES			
Proceeds from issuance of long-term debt	49.5	218.8	111.9
Debt issuance costs	(2.4)	(3.5)	—
Repayments of long-term debt	(5.6)	(209.2)	(96.0)
Short-term borrowings	6.5	19.3	1.2
Repayments of short-term borrowings	(25.4)	(0.1)	(21.1)
Proceeds from exercise of stock options	3.6	3.7	5.3
Excess tax benefit from stock-based compensation (Note 8)	5.6	2.6	6.1
Cash dividends paid	(17.1)	(11.5)	(7.8)
Shares purchased (Note 9)	(4.5)	(4.6)	(11.7)
Other	—	(0.5)	(0.9)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	10.2	15.0	(13.0)
EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS	(0.6)	0.4	0.2
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(0.8)	65.6	(5.0)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	73.4	7.8	12.8
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 72.6	$ 73.4	$ 7.8

See Notes to Consolidated Financial Statements

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Dollars in millions, except as noted)

Note 1. Background and Basis of Presentation

Background

Neenah Paper, Inc. ("Neenah" or the "Company"), is a Delaware corporation incorporated in April 2004. The Company has two primary operations: its technical products business and its fine paper and packaging business (formerly known as the fine paper business). On January 1, 2015, we changed the name of our fine paper business to fine paper and packaging. The name change better reflects the increasing importance, and plans for continued growth, of our premium packaging products.

The technical products business is an international producer of transportation, water and other filter media and durable, saturated and coated substrates for industrial products backings and a variety of other end markets. The fine paper and packaging business is a leading supplier of premium printing, packaging and other high end specialty papers primarily in North America. The Company's premium writing, text and cover papers, and specialty papers are used in commercial printing and imaging applications for corporate identity packages, invitations, personal stationery and high-end advertising, as well as premium labels and luxury packaging.

On July 1, 2014, the Company purchased all of the outstanding equity of Crane Technical Materials, Inc. from Crane & Co., Inc. for approximately $72 million. The acquired technical materials business provides performance-oriented wet laid nonwovens media for filtration end markets as well as environmental, energy and industrial uses. The technical materials business has two manufacturing facilities in Pittsfield, Massachusetts. The results of this business are reported in the Technical Products segment from the date of acquisition. See Note 3, "Acquisitions."

On January 31, 2013, the Company purchased certain premium business paper brands and other assets from the Southworth Company ("Southworth") for a payment of $7.0 million. See Note 3, "Acquisitions."

On January 31, 2012, the Company purchased certain premium paper brands and other assets from Wausau Paper Mills, LLC, a subsidiary of Wausau Paper Corp. ("Wausau") for approximately $21 million. See Note 3, "Acquisitions."

In June 2008, the Company's wholly owned subsidiary, Neenah Paper Company of Canada ("Neenah Canada") sold its pulp mill in Pictou, Nova Scotia (the "Pictou Mill"). In March 2010, Neenah Canada sold approximately 475,000 acres of woodland assets in Nova Scotia (the "Woodlands"). The sale of the Woodlands resulted in the substantially complete liquidation of the Company's investment in Neenah Canada. For the years ended December 31, 2014, 2013 and 2012, the results of operations of the Pictou Mill and the Woodlands are reported as discontinued operations. See Note 12, "Discontinued Operations."

Basis of Presentation

The consolidated financial statements include the financial statements of the Company and its wholly owned and majority owned subsidiaries. All significant inter-company balances and transactions have been eliminated in consolidation.

Note 2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of net sales and expenses during the reporting periods. Actual results could differ from these estimates, and changes in these estimates are recorded when known. Significant management judgment is required in determining the accounting for, among other things, pension and postretirement benefits, retained insurable risks, reserves for sales discounts and allowances, purchase price allocations, useful lives for depreciation and amortization, future cash flows associated with impairment testing for tangible and intangible long-lived assets, income taxes, contingencies, inventory obsolescence and market reserves and the valuation of stock-based compensation.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 2. Summary of Significant Accounting Policies (Continued)

Revenue Recognition

The Company recognizes sales revenue when all of the following have occurred: (1) delivery has occurred, (2) persuasive evidence of an agreement exists, (3) pricing is fixed or determinable, and (4) collection is reasonably assured. Delivery is not considered to have occurred until the customer takes title and assumes the risks and rewards of ownership. The timing of revenue recognition is largely dependent on shipping terms. Sales are reported net of allowable discounts and estimated returns. Reserves for cash discounts, trade allowances and sales returns are estimated using historical experience.

The Company's businesses manage seasonal peaks in inventory demand by providing certain customers with finished goods inventory on consignment. The Company accounts for such inventory as finished goods until title to the inventory is transferred and the customer assumes the risks and rewards of ownership at which time the Company recognizes sales revenue.

Earnings per Share ("EPS")

The Company computes basic earnings per share ("EPS") in accordance with Accounting Standards Codification ("ASC") Topic 260, *Earnings Per Share* ("ASC Topic 260"). In accordance with ASC Topic 260, share-based awards with non-forfeitable dividends are classified as participating securities. In calculating basic earnings per share, this method requires net income to be reduced by the amount of dividends declared in the current period for each participating security and by the contractual amount of dividends or other participation payments that are paid or accumulated for the current period. Undistributed earnings for the period are allocated to participating securities based on the contractual participation rights of the security to share in those current earnings assuming all earnings for the period are distributed. Holders of restricted stock and restricted stock units ("RSUs") have contractual participation rights that are equivalent to those of common stockholders. Therefore, the Company allocates undistributed earnings to restricted stock, RSUs and common stockholders based on their respective ownership percentage, as of the end of the period.

ASC Topic 260 also requires companies with participating securities to calculate diluted earnings per share using the "Two Class" method. The "Two Class" method requires first calculating diluted earnings per share using a denominator that includes the weighted average share equivalents from the assumed conversion of dilutive securities. Diluted earnings per share is then calculated using net income reduced by the amount of distributed and undistributed earnings allocated to participating securities calculated using the "Treasury Stock" method and a denominator that includes the weighted average share equivalents from the assumed conversion of dilutive securities excluding participating securities. Companies are required to report the lower of the diluted earnings per share amounts under the two calculations subject to the anti-dilution provisions of ASC Topic 260.

Diluted EPS was calculated to give effect to all potentially dilutive non-participating common share equivalents using the "Treasury Stock" method. Outstanding stock options, stock appreciation rights ("SARs") and target awards of RSUs with performance conditions ("Performance Units") represent the only potentially dilutive non-participating security effects on the Company's weighted-average shares. For the years ended December 31, 2014, 2013 and 2012, approximately 15,000, 450,000 and 1,015,000 potentially dilutive options, respectively, were excluded from the computation of dilutive common shares because the exercise price of such options exceeded the average market price of the Company's common stock for the respective 12-month periods during which the options were outstanding.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 2. Summary of Significant Accounting Policies (Continued)

The following table presents the computation of basic and diluted shares of common stock used in the calculation of EPS (amounts in millions, except share and per share amounts):

Earnings per basic common share

	Year Ended December 31,		
	2014	2013	2012
Income from continuing operations	$ 68.7	$ 49.4	$ 39.9
Distributed and undistributed amounts allocated to participating securities	(0.8)	(0.8)	(1.2)
Income from continuing operations available to common stockholders	67.9	48.6	38.7
Income from discontinued operations, net of income taxes	—	2.6	4.4
Distributed and undistributed amounts allocated to participating securities	—	—	(0.1)
Net income available to common stockholders	$ 67.9	$ 51.2	$ 43.0
Weighted-average basic shares outstanding	16,584	16,072	15,752
Basic earnings per share			
Continuing operations	$ 4.09	$ 3.02	$ 2.46
Discontinued operations	—	0.16	0.27
	$ 4.09	$ 3.18	$ 2.73

Earnings per diluted common share

	Year Ended December 31,		
	2014	2013	2012
Income from continuing operations	$ 68.7	$ 49.4	$ 39.9
Distributed and undistributed amounts allocated to participating securities	(0.8)	(0.8)	(1.1)
Income from continuing operations available to common stockholders	67.9	48.6	38.8
Income from discontinued operations, net of income taxes	—	2.6	4.4
Distributed and undistributed amounts allocated to participating securities	—	—	(0.1)
Net income available to common stockholders	$ 67.9	$ 51.2	$ 43.1
Weighted-average basic shares outstanding	16,584	16,072	15,752
Add: Assumed incremental shares under stock-based compensation plans	288	331	320
Weighted average diluted shares	16,872	16,403	16,072
Earnings Per Common Share			
Diluted earnings per share			
Continuing operations	$ 4.03	$ 2.96	$ 2.41
Discontinued operations	—	0.16	0.27
	$ 4.03	$ 3.12	$ 2.68

Cash and Cash Equivalents

Cash and cash equivalents include all cash balances and highly liquid investments with an initial maturity of three months or less. The Company places its temporary cash investments with high credit quality financial institutions. As of December 31, 2014 and 2013, $0.4 million and $0.5 million, respectively, of the Company's cash and cash equivalents is restricted to the payment of postretirement benefits for certain former Fox River executives.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 2. Summary of Significant Accounting Policies (Continued)

Inventories

U.S. inventories are valued at the lower of cost, using the Last-In, First-Out (LIFO) method for financial reporting purposes, or market. German inventories are valued at the lower of cost, using a weighted-average cost method, or market. Cost includes labor, materials and production overhead.

Foreign Currency

Balance sheet accounts of Neenah Germany and Neenah Canada are translated from Euros and Canadian dollars, respectively, into U.S. dollars at period-end exchange rates, and income and expense accounts are translated at average exchange rates during the period. Translation gains or losses related to net assets located in Germany and Canada are recorded as unrealized foreign currency translation adjustments within accumulated other comprehensive income (loss) in stockholders' equity. Gains and losses resulting from foreign currency transactions (transactions denominated in a currency other than the entity's functional currency) are included in other (income) expense — net in the consolidated statements of operations.

Property and Depreciation

Property, plant and equipment are stated at cost, less accumulated depreciation. Certain costs of software developed or obtained for internal use are capitalized. When property, plant and equipment is sold or retired, the costs and the related accumulated depreciation are removed from the accounts, and the gains or losses are recorded in other (income) expense — net. For financial reporting purposes, depreciation is principally computed on the straight-line method over estimated useful asset lives. The weighted average remaining useful lives for buildings, land improvements and machinery and equipment are approximately 18 years, 13 years and 10 years, respectively. For income tax purposes, accelerated methods of depreciation are used.

Estimated useful lives are periodically reviewed and changed when warranted. Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that their cost may not be recoverable. An impairment loss would be recognized when estimated undiscounted future pre-tax cash flows from the use of an asset are less than its carrying amount. Measurement of an impairment loss is based on the excess of the carrying amount of the asset over its fair value. Fair value is generally measured using discounted cash flows.

The costs of major rebuilds and replacements of plant and equipment are capitalized, and the cost of maintenance performed on manufacturing facilities, composed of labor, materials and other incremental costs, is expensed as incurred. Start-up costs for new or expanded facilities, including costs related to trial production, are expensed as incurred.

The Company accounts for asset retirement obligations ("AROs") in accordance with ASC Topic 410, Asset Retirements and Environmental Obligations, which requires companies to make estimates regarding future events in order to record a liability for AROs in the period in which a legal obligation is created. Such liabilities are recorded at fair value, with an offsetting increase to the carrying value of the related long-lived asset. As of December 31, 2014, the Company is unable to estimate its AROs for environmental liabilities at its manufacturing facilities.

Goodwill and Other Intangible Assets

The Company follows the guidance of ASC Topic 805, *Business Combinations* ("ASC Topic 805"), in recording goodwill arising from a business combination as the excess of purchase price over the fair value of identifiable assets acquired and liabilities assumed.

Under ASC Topic 350, *Intangibles — Goodwill and Other* ("ASC Topic 350"), goodwill is subject to impairment testing at least annually. ASC Topic 350 provides an entity with the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If, after assessing the totality of events or

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 2. Summary of Significant Accounting Policies (Continued)

circumstances, an entity determines it is not more likely than not that the fair value of a reporting unit is less than its carrying amount, then performing the two-step impairment test is unnecessary. If the two-step impairment test is necessary, a fair-value-based test is applied at the reporting unit level, which is generally one level below the operating segment level. The test compares the fair value of an entity's reporting units to the carrying value of those reporting units. This test requires various judgments and estimates. The Company estimates the fair value of the reporting unit using a market approach in combination with a discounted operating cash flow approach. Impairment of goodwill is measured as the excess of the carrying amount of goodwill over the fair values of recognized and unrecognized assets and liabilities of the reporting unit. An adjustment to goodwill will be recorded for any goodwill that is determined to be impaired. The Company tests goodwill for impairment at least annually on November 30 in conjunction with preparation of its annual business plan, or more frequently if events or circumstances indicate it might be impaired.

At November 30, 2014, the Company's assessment of qualitative facts and circumstances indicated no impairment of goodwill. The qualitative factors considered included, but were not limited to, changes in the macroeconomic conditions; changes in industry and market conditions such as an increase in the competitive environment; changes in manufacturing input costs — particularly to the extent these cannot be recovered through higher selling prices; changes in the financial performance of Neenah Germany and the acquired technical materials business including earnings and cash flows; and changes in the Company's market capitalization.

Intangible assets with finite useful lives are amortized on a straight-line basis over their respective estimated useful lives and reviewed for impairment in accordance with ASC Topic 360, *Property, Plant, and Equipment* . Intangible assets consist primarily of customer relationships, trade names and acquired intellectual property. Such intangible assets are amortized using the straight-line method over estimated useful lives of between 10 and 15 years. Certain trade names are estimated to have indefinite useful lives and as such are not amortized. Intangible assets with indefinite lives are reviewed for impairment at least annually. See Note 4, "Goodwill and Other Intangible Assets."

Research and Development Expense

Research and development costs are charged to expense as incurred and are recorded in "Selling, general and administrative expenses" on the consolidated statement of operations. See Note 14, "Supplemental Data — Supplemental Statement of Operations Data."

Fair Value Measurements

The Company measures the fair value of pension plan assets in accordance with ASC Topic 820, *Fair Value Measurements and Disclosures* ("ASC Topic 820") which establishes a framework for measuring fair value. ASC Topic 820 provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under ASC Topic 820 are described below:

Level 1 — Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the plan has the ability to access.

Level 2 — Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 2. Summary of Significant Accounting Policies (Continued)

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 — Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques attempt to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following table sets forth by level, within the fair value hierarchy, the fair value of the Company's pension plan assets:

	Assets at Fair Value at December 31,							
	Level 1		Level 2 (a)		Level 3		Total	
	2014	2013	2014	2013	2014	2013	2014	2013
Equity securities:								
Domestic	$ —	$ —	$ 63.1	$ 49.4	$ —	$ —	$ 63.1	$ 49.4
International	—	—	36.1	42.4	—	—	36.1	42.4
Debt securities								
Fixed income	—	—	188.1	168.4	—	—	188.1	168.4
Cash and cash equivalents	1.0	1.1	—	—	—	—	1.0	1.1
Total assets at fair value	$ 1.0	$ 1.1	$ 287.3	$ 260.2	$ —	$ —	$ 288.3	$ 261.3

(a) Pension plan assets are invested in a common collective trust. The common collective trust is valued at quoted net asset value.

Fair Value of Financial Instruments

The carrying amounts reflected in the consolidated balance sheets for cash and cash equivalents, accounts receivable and accounts payable approximate fair value due to their short maturities. The fair value of short and long-term debt is estimated using rates currently available to the Company for debt of the same remaining maturities. The following table presents the carrying value and the fair value of the Company's debt at December 31, 2014 and 2013.

	December 31, 2014		December 31, 2013	
	Carrying Value	Fair Value	Carrying Value	Fair Value (a)
2021 Senior Notes (5.25% fixed rate)	$ 175.0	$ 169.6	$ 175.0	$ 163.7
Global Revolving Credit Facilities (variable rates)	48.7	48.7	—	—
Neenah Germany revolving line of credit (variable rates)	—	—	19.3	19.3
Second German Loan Agreement (2.5% fixed rate)	10.6	9.0	12.4	10.9
Neenah Germany project financing (3.8% fixed rate)	—	—	5.2	5.1
Total debt	$ 234.3	$ 227.3	$ 211.9	$ 199.0

(a) Fair value for all debt instruments was estimated from Level 2 measurements.

The Company's investments in marketable securities are accounted for as "available-for-sale securities" in accordance with ASC Topic 320, *Investments — Debt and Equity Securities* ("ASC Topic 320"). Pursuant to ASC Topic 320, marketable securities are reported at fair value on the consolidated balance sheet and temporary unrealized holding gains and losses are reported in other comprehensive income until realized upon sale. At December 31, 2014, the Company had $3.2 million in marketable securities classified as "Other Assets" on the

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 2. Summary of Significant Accounting Policies (Continued)

consolidated balance sheet. The cost of such marketable securities was $3.2 million. Fair value for the Company's marketable securities was estimated from Level 1 inputs. The Company's marketable securities are restricted to the payment of benefits under its supplemental retirement contribution plan (the "SERP").

Other Comprehensive Income (Loss)

Comprehensive income (loss) includes, in addition to net income (loss), gains and losses recorded directly into stockholders' equity on the consolidated balance sheet. These gains and losses are referred to as other comprehensive income items. Accumulated other comprehensive income (loss) consists of foreign currency translation gains and (losses), deferred gains and (losses) on "available-for-sale" securities, and adjustments related to pensions and other post-retirement benefits. The Company does not provide income taxes for foreign currency translation adjustments related to indefinite investments in foreign subsidiaries.

The components of accumulated other comprehensive income (loss), net of applicable income taxes are as follows:

	December 31,	
	2014	2013
Unrealized foreign currency translation gains (losses)	$ (5.8)	$ 17.9
Net loss from pension and other postretirement benefit liabilities (net of income tax benefits of $35.1 million and $26.3 million, respectively)	(62.6)	(45.2)
Accumulated other comprehensive loss	$ (68.4)	$ (27.3)

The following table presents changes in accumulated other comprehensive income ("AOCI"):

	Year Ended December 31,								
	2014			2013			2012		
	Pretax Amount	Tax Effect	Net Amount	Pretax Amount	Tax Effect	Net Amount	Pretax Amount	Tax Effect	Net Amount
Unrealized foreign currency translation gains (losses)	$ (23.7)	$ —	$ (23.7)	$ 8.7	$ —	$ 8.7	$ 4.4	$ —	$ 4.4
Adjustment to pension and other benefit liabilities	(26.1)	8.7	(17.4)	22.5	(8.6)	13.9	(22.3)	7.7	(14.6)
Unrealized gain (loss) on "available-for-sale" securities	—	—	—	(0.1)	—	(0.1)	0.1	—	0.1
Other comprehensi income (loss)	$ (49.8)	$ 8.7	$ (41.1)	$ 31.1	$ (8.6)	$ 22.5	$ (17.8)	$ 7.7	$ (10.1)

For the years ended December 31, 2014, 2013 and 2012, the Company reclassified $4.7 million, $6.5 million and $5.1 million, respectively, of costs from accumulated other comprehensive income to cost of products sold and selling, general and administrative expenses on the Consolidated Statements of Operations. For the years ended December 31, 2014, 2013 and 2012, the Company recognized an income tax benefit of $1.7 million, $2.5 million and $1.9 million, respectively, related to such reclassifications classified as Provision for income taxes on the Consolidated Statements of Operations.

For the years ended December 31, 2014, 2013 and 2012, the Company reclassified $3.5 million, $0.2 million and $3.5 million, respectively, of costs from accumulated other comprehensive income to pension plan settlement charge on the Consolidated Statements of Operations. For the years ended December 31, 2014, 2013 and 2012, the Company recognized an income tax benefit of $1.3 million, $0.1 million and $1.3 million, respectively, related to such reclassifications classified as Provision for income taxes on the Consolidated Statements of Operations.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 2. Summary of Significant Accounting Policies (Continued)

Accounting Standards Changes

In May 2014, the Financial Accounting Standards Board issued Accounting Standards Update No. 2014-09 ("ASU 2014-09"), Revenue from Contracts with Customers ("ASC Topic 606"). ASU 2014-09 supersedes the revenue recognition guidance in ASC Topic 605, Revenue Recognition. The core principle of the guidance in ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods and services to customers in an amount that reflects the consideration to which the entity expects to be entitled in the exchange for those goods or services. ASU 2014-09 is effective for annual reporting periods beginning after December 15, 2016. Therefore, the Company will adopt ASU 2014-09 on January 1, 2017. The Company is still evaluating the impact of adopting ASU 2014-09 but the adoption of ASU 2014-09 is not expected to have a material impact on the Company's consolidated financial position, results of operations or cash flows.

As of December 31, 2014, no other amendments to the ASC had been issued that will have or are reasonably likely to have a material effect on the Company's financial position, results of operations or cash flows.

Note 3. *Acquisitions*

Acquisition of Crane Technical Materials

On July 1, 2014, the Company purchased all of the outstanding equity of the Crane Technical Materials business for approximately $72 million. The acquired business provides performance-oriented wet laid nonwovens media for filtration end markets as well as environmental, energy and industrial uses. The results of this business are reported in the Technical Products segment from the date of acquisition.

The Company accounted for the transaction using the acquisition method in accordance with ASC Topic 805 "Business Combinations." The allocation of the purchase price is based on estimates of the fair value of assets acquired and liabilities assumed as of July 1, 2014. The Company has not identified any material unrecorded pre-acquisition contingencies. The Company did not acquire any in-process research and development assets as part of the acquisition.

The following table summarizes the allocation of the purchase price to the estimated fair value of the assets acquired and liabilities assumed as of December 31, 2014:

Assets Acquired	
Accounts receivable	$ 5.8
Inventories	8.2
Prepaid and other current assets	0.7
Property, plant and equipment	23.5
Non-amortizable intangible assets	11.1
Amortizable intangible assets	13.3
Deferred income taxes	0.2
Acquired goodwill	13.5
Total assets acquired	76.3
Liabilities Assumed	
Accounts payable	2.8
Accrued expenses	1.1
Total liabilities assumed	3.9
Net assets acquired	$ 72.4

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 3. ***Acquisitions (Continued)***

The Company estimated the fair value of the assets and liabilities acquired in accordance with ASC Topic 820. The fair value of amortizable and non-amortizable intangible assets was estimated by applying a royalty rate to projected revenue or the use of the excess earnings method, net of tax impacts and adjusted for present value considerations. The Company estimated the fair value of acquired property, plant and equipment using a combination of cost and market approaches. In general, the fair value of other acquired assets and liabilities was estimated using the cost basis of the acquired technical materials business.

The excess of the purchase price over the estimated fair value of the tangible net assets and identifiable intangible assets acquired was recorded as acquired goodwill. The factors contributing to the amount of goodwill recognized are based on several long-term strategic benefits that are expected to be realized from the acquisition of the technical materials business. These benefits include entry into growing and profitable global markets for water filtration, environmental/emissions control, and energy management with defensible technologies and brands. In addition, the acquisition of brands and complementary offerings facilitates the Company's expansion into non-woven product lines containing fiberglass, polymer fibers and carbon fibers. Substantially all of the acquired goodwill is expected to be deductible for income tax purposes and is entirely allocated to the Technical Products segment.

For the year ended December 31, 2014, the Company incurred $1.0 million of acquisition-related integration costs. In addition, the Company incurred approximately $1.1 million in capital costs for IT systems and infrastructure projects. For the year ended December 31, 2014, net sales and income from operations before income taxes for the acquired technical materials business were $24.1 million and $2.1 million (including the acquisition related integration costs described above), respectively.

The following selected unaudited pro forma consolidated statements of operations data for the years ended December 31, 2014 and 2013 was prepared as though the acquisition of the technical materials business had occurred on January 1, 2013. The information does not reflect future events that may occur after December 31, 2014 or any operating efficiencies or inefficiencies that may result from the acquisition of the technical materials business. Therefore, the information is not necessarily indicative of results that would have been achieved had the businesses been combined during the periods presented or the results that the Company will experience going forward.

	Year Ended December 31,	
	2014	2013
Net sales	$ 925.3	$ 889.3
Operating income	90.1	84.4
Income from continuing operations	70.3	49.8
Income from discontinued operations	—	2.6
Net income	70.3	52.4
Earnings Per Common Share		
Basic		
Continuing operations	$ 4.19	$ 3.04
Discontinued Operations	—	0.16
	$ 4.19	$ 3.20
Diluted		
Continuing operations	$ 4.12	$ 2.98
Discontinued Operations	—	0.16
	$ 4.12	$ 3.14

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 3. ***Acquisitions (Continued)***

Acquisition of Southworth

On January 31, 2013, the Company purchased certain premium paper brands and other assets from Southworth. The Company paid $7.0 million for (i) certain premium fine paper brands including Southworth, (ii) approximately one month of finished goods inventory valued at $1.8 million and (iii) certain converting equipment used for retail grades. The results of the Southworth brands are reported in the Fine Paper and Packaging segment from the date of acquisition. For the year ended December 31, 2013, the Company incurred $0.4 million in acquisition-related integration costs.

Acquisition of Wausau

On January 31, 2012, the Company purchased certain premium paper brands and other assets from Wausau. The Company paid approximately $21 million for (i) the premium fine paper brands ASTROBRIGHTS®, ASTROPARCHE® and ROYAL, (ii) exclusive, royalty free and perpetual license rights for a portion of the EXACT® brand specialty business, including Index, Tag and Vellum Bristol, (iii) approximately one month of finished goods inventory and (iv) certain converting equipment used for retail grades. The results of the Index, Tag and Vellum Bristol product lines are reported in the Other segment from the date of acquisition. The results of all other brands acquired from Wausau are reported in the Fine Paper and Packaging segment from the date of acquisition. For the year ended December 31, 2012, the Company incurred $5.8 million in acquisition-related integration costs.

Note 4. ***Goodwill and Other Intangible Assets***

As of December 31, 2014, the Company had goodwill of $51.5 million which is not amortized. The following table presents changes in goodwill (all of which relates to the Company's Technical Products segment) for the years ended December 31, 2014, 2013 and 2012:

	Gross Amount	Accumulated Impairment Losses	Net
Balance at December 31, 2011	$ 89.1	$ (48.6)	$ 40.5
Foreign currency translation	7.0	(6.1)	0.9
Balance at December 31, 2012	96.1	(54.7)	41.4
Foreign currency translation	4.0	(2.3)	1.7
Balance at December 31, 2013	100.1	(57.0)	43.1
Goodwill acquired in acquisition of the technical materials business	13.5	—	13.5
Foreign currency translation	(11.8)	6.7	(5.1)
Balance at December 31, 2014	$ 101.8	$ (50.3)	$ 51.5

Impairment

As of December 31, 2014 and 2013, the carrying amount of goodwill was not impaired.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 4. ***Goodwill and Other Intangible Assets (Continued)***

Other Intangible Assets

As of December 31, 2014, the Company had net identifiable intangible assets of $58.9 million. All such intangible assets were acquired in the acquisitions of Neenah Germany, Fox River, the Wausau and Southworth brands and the technical materials business. The following table details amounts related to those assets.

	Weighted average amortization period (years)	December 31, 2014		December 31, 2013	
		Gross Amount	Accumulated Amortization	Gross Amount	Accumulated Amortization
Amortizable intangible assets					
Customer based intangibles	15	$ 22.7	$ (8.1)	$ 17.5	$ (7.6)
Trade names and trademarks	10-15	5.1	(4.2)	5.8	(4.2)
Acquired technology	10-15	7.5	(1.0)	1.1	(0.8)
Total amortizable intangible assets		35.3	(13.3)	24.4	(12.6)
Trade names	Not amortized	36.9		26.7	—
Total		$ 72.2	$ (13.3)	$ 51.1	$ (12.6)

In conjunction with the acquisition of the technical materials business, the Company recorded $11.1 million in non-amortizable intangible trade names and $6.9 million and $6.4 million in amortizable customer based intangible assets and acquired technology, respectively. All other changes in the carrying value of the Company's intangible assets not specifically identified are due to foreign currency translation effects. The weighted average useful lives assigned to amortizable intangible trade names, trademarks and customer based intangible assets was 15 years.

As of December 31, 2014, $37.6 million and $21.3 million of such intangible assets are reported within the Technical Products and Fine Paper and Packaging segments, respectively. See Note 13, "Business Segment and Geographic Information." Aggregate amortization expense of acquired intangible assets for the years ended December 31, 2014, 2013 and 2012 was $2.3 million, $1.9 million and $1.9 million, respectively and was reported in Cost of Products Sold on the Consolidated Statement of Operations. Estimated amortization expense for the years ended December 31, 2015, 2016, 2017, 2018 and 2019 is $2.6 million, $2.4 million, $1.9 million, $1.9 million and $1.9 million, respectively.

Note 5. Income Taxes

The Company accounts for income taxes in accordance with ASC Topic 740, *Income Taxes* . Income tax expense represented 10.1 percent, 32.1 percent and 30.0 percent of income from continuing operations before income taxes for the years ended December 31, 2014, 2013 and 2012, respectively. The following table presents the principal

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 5. Income Taxes (Continued)

reasons for the difference between the Company's effective income tax rate and the U.S. federal statutory income tax rate:

	Year Ended December 31,					
	2014	2014	2013	2013	2012	2012
U.S. federal statutory income tax rate	35.0%	$ 26.7	35.0%	$ 25.5	35.0%	$ 20.0
U.S. state income taxes, net of federal income tax benefit	2.1%	1.6	2.3%	1.7	1.9%	1.1
Tax on foreign dividends	3.0%	2.3	2.8%	2.0	—	—
Foreign tax rate differences (a)	(2.8)%	(2.1)	(2.4)%	(1.7)	(2.7)%	(1.6)
Foreign financing structure (b)	(2.5)%	(1.9)	(3.3)%	(2.4)	(4.3)%	(2.4)
Research and development and other tax credits (c)	(31.5)%	(24.1)	(3.0)%	(2.2)	—	—
Uncertain income tax positions	6.4%	4.9	1.2%	0.9	1.2%	0.6
Other differences — net	0.4%	0.3	(0.5)%	(0.4)	(1.1)%	(0.6)
Effective income tax rate	10.1%	$ 7.7	32.1%	$ 23.4	30.0%	$ 17.1

(a) Represents the impact on the Company's effective tax rate due to changes in the mix of earnings among taxing jurisdictions with differing statutory rates.

(b) Represents the impact on the Company's effective tax rate of the Company's financing strategies.

(c) For the year ended December 31, 2014, following an extensive study of the Company's research and development ("R&D") activities for the years 2005 through 2014 and a change in methodology, the Company recognized a $24.1 million net benefit related to R&D tax credits.

The Company's effective income tax rate can be affected by many factors, including but not limited to, changes in the mix of earnings in taxing jurisdictions with differing statutory rates, the availability of R&D and other tax credits, changes in corporate structure as a result of business acquisitions and dispositions, changes in the valuation of deferred tax assets and liabilities, the results of audit examinations of previously filed tax returns and changes in tax laws.

The following table presents the U.S. and foreign components of income from continuing operations before income taxes:

	Year Ended December 31,		
	2014	2013	2012
Income from continuing operations before income taxes:			
U.S.	$ 46.5	$ 48.0	$ 35.8
Foreign	29.9	24.8	21.2
Total	$ 76.4	$ 72.8	$ 57.0

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 5. Income Taxes (Continued)

The following table presents the components of the provision (benefit) for income taxes:

	Year Ended December 31,		
	2014	2013	2012
Provision (benefit) for income taxes:			
Current:			
Federal	$ 0.5	$ (0.5)	$ (2.2)
State	—	0.3	—
Foreign	3.5	5.9	8.8
Total current tax provision	4.0	5.7	6.6
Deferred:			
Federal	6.9	18.4	12.0
State	(5.9)	—	0.4
Foreign	2.7	(0.7)	(1.9)
Total deferred tax provision	3.7	17.7	10.5
Total provision for income taxes	$ 7.7	$ 23.4	$ 17.1

The Company has elected to treat its Canadian operations as a branch for U.S. income tax purposes. Therefore, the amount of income (loss) before income taxes from Canadian operations are included in the Company's consolidated U.S. income tax returns and such amounts are subject to U.S. income taxes.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 5. Income Taxes (Continued)

The asset and liability approach is used to recognize deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. The components of deferred tax assets and liabilities are as follows:

	December 31,	
	2014	2013
Net current deferred income tax assets		
Research and development tax credits	$ 7.6	$ 0.5
Net operating losses and credits	2.9	13.2
Accrued liabilities	2.5	2.4
Employee benefits	1.5	1.6
Inventory	0.9	4.8
Other	0.4	0.3
Net current deferred income tax assets	15.8	22.8
Net noncurrent deferred income tax assets		
Research and development tax credits	18.5	1.5
Net operating losses and credits	10.0	8.5
Employee benefits	20.2	22.3
Accelerated depreciation	(18.6)	(18.4)
Other	(0.2)	(0.6)
Net noncurrent deferred income tax assets	29.9	13.3
Total deferred income tax assets	$ 45.7	$ 36.1
Net noncurrent deferred income tax liability		
Accelerated depreciation	$ 16.7	$ 18.8
Intangibles	3.5	4.5
Interest limitation	(1.1)	(1.9)
Employee benefits	(8.1)	(5.2)
Net operating losses	(0.2)	(0.2)
Other	(0.2)	(0.4)
Net noncurrent deferred income tax liabilities	$ 10.6	$ 15.6

As of December 31, 2014 and 2013, the Company had no valuation allowance against its income tax assets. In determining the need for a valuation allowance, the Company considers many factors, including specific taxing jurisdictions, sources of taxable income, income tax strategies and forecasted earnings for the entities in each jurisdiction. A valuation allowance is recognized if, based on the weight of available evidence, the Company concludes that it is more likely than not that some portion or all of the deferred income tax asset will not be realized.

As of December 31, 2014, the Company had $5.2 million of U.S. Federal and $64.4 million of U.S. state net operating losses ("NOLs"). If not used, substantially all of the NOLs will expire in various amounts between 2020 and 2030. As of December 31, 2014, the Company had $31.4 million of U.S. federal and state R&D credits which, if not used, will expire between 2025 and 2034 for the U.S. federal R&D credits and between 2017 and 2029 for the state R&D credits. The Company also has preacquisition and recognized built-in loss carryovers of $11.8 million, net of expected limitations. In addition, the Company has $3.4 million of Alternative Minimum Tax Credit carryovers, which can be carried forward indefinitely.

As of December 31, 2014 and 2013, the Company had no undistributed earnings of foreign subsidiaries.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 5. Income Taxes (Continued)

The following is a tabular reconciliation of the total amounts of uncertain tax positions as of and for the years ended December 31, 2014, 2013 and 2012:

	For the Years Ended December 31,		
	2014	2013	2012
Balance at January 1,	$ 4.3	$ 4.8	$ 8.4
Increases in prior period tax positions	—	0.2	4.4
Decreases in prior period tax positions	(2.2)	(0.8)	(7.5)
Increases in current period tax positions	5.3	1.3	—
Decreases due to settlements with tax authorities	(0.2)	(1.3)	(0.5)
Increase (decrease) from foreign exchange rate changes	(0.2)	0.1	—
Balance at December 31,	$ 7.0	$ 4.3	$ 4.8

If recognized, $6.6 million of the benefit for uncertain tax positions at December 31, 2014 would favorably affect the Company's effective tax rate in future periods. The Company does not expect that the expiration of the statute of limitations or the settlement of audits in the next 12 months will result in liabilities for uncertain income tax positions that are materially different than the amounts that were accrued as of December 31, 2014.

The Company or one of its subsidiaries files income tax returns in the U.S. federal jurisdiction, various U.S. state jurisdictions and foreign jurisdictions. The Company is no longer subject to U.S. federal examination for years before 2008 and state and local examinations for years before 2007 and non-U.S. income tax examinations for years before 2012.

The Company recognizes accrued interest and penalties related to uncertain income tax positions in the Provision for income taxes on the consolidated statements of operations. As of December 31, 2014 and 2013, the Company had less than $0.1 million and $0.1 million, respectively, accrued for interest and penalties related to uncertain income tax positions.

Note 6. Debt

Long-term debt consisted of the following:

	December 31,	
	2014	2013
2021 Senior Notes (5.25% fixed rate) due May 2021	$ 175.0	$ 175.0
Neenah Germany revolving lines of credit (variable rates)	—	19.3
Global Revolving Credit Facilities (variable rates) due December 2019	48.7	
Neenah Germany project financing (3.8% fixed rate) due in 16 equal semi-annual installments ending December 2016	—	5.2
Second German Loan Agreement (2.45% fixed rate) due in 32 equal quarterly installments ending September 2022	10.6	12.4
Total Debt	234.3	211.9
Less: Debt payable within one year	1.4	21.4
Long-term debt	$ 232.9	$ 190.5

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 6. Debt (Continued)

Unsecured Senior Notes

2021 Senior Notes

In May 2013, the Company completed an underwritten offering of eight-year senior unsecured notes (the "2021 Senior Notes") at a face amount of $175 million. The 2021 Senior Notes bear interest at a rate of 5.25%, payable in arrears on May 15 and November 15 of each year, commencing on November 15, 2013, and mature on May 15, 2021. Proceeds from this offering were used to redeem the remaining $70 million outstanding principal amount of ten-year 7.375% senior unsecured notes, originally issued on November 30, 2004, to repay approximately $56 million in outstanding revolving credit agreement borrowings and for general corporate purposes. The 2021 Senior Notes are fully and unconditionally guaranteed by substantially all of the Company's domestic subsidiaries (the "Guarantors"). The 2021 Senior Notes were sold in a private placement transaction, have not been registered under the Securities Act of 1933, as amended, and may not be offered or sold absent registration or an applicable exemption from registration requirements.

The 2021 Senior Notes are senior unsecured obligations of the Company and rank equally in right of payment with all its existing and future senior unsecured indebtedness. The guarantees of the 2021 Senior Notes are senior unsecured obligations of the Guarantors and rank equally in right of payment with all existing and future senior unsecured indebtedness of the Guarantors. The 2021 Senior Notes and the guarantees of the 2021 Senior Notes are effectively subordinated to the Company's and the Guarantors' existing and future secured indebtedness (to the extent of the value of the collateral) and are structurally subordinated to all indebtedness and other obligations of the Company's subsidiaries that do not guarantee the 2021 Senior Notes, including the trade creditors of such non-guarantor subsidiaries.

The 2021 Senior Notes contain terms, covenants and events of default with which the Company must comply, which the Company believes are ordinary and standard for notes of this nature. Among other things, the 2021 Senior Notes contain covenants restricting our ability to incur certain additional debt, make specified restricted payments, pay dividends, authorize or issue capital stock, enter into transactions with our affiliates, consolidate or merge with or acquire another business, sell certain of our assets or liquidate, dissolve or wind-up the Company. As of December 31, 2014, the Company was in compliance with all terms of the indenture for the 2021 Senior Notes.

Amended and Restated Secured Revolving Credit Facility

In December 2014, the Company amended and restated its existing credit facility by entering into the Third Amended and Restated Credit Agreement (the "Third Amended Credit Agreement") by and among the Company and certain of its domestic subsidiaries as the "Domestic Borrowers", Neenah Services GmbH & Co. KG ("Neenah Services") and certain of its German subsidiaries as the "German Borrowers", certain other subsidiaries as the "German Guarantors", the financial institutions signatory to the Third Amended Credit Agreement as lenders (the "Lenders"), and JPMorgan Chase Bank, N.A., as agent for the Lenders (the "Administrative Agent").

The Third Amended Credit Agreement, among other things: (1) increases the maximum principal amount of the existing credit facility for the Domestic Borrowers to $125 million (the "U.S. Revolving Credit Facility"); (2) establishes a secured, multicurrency, revolving credit facility for the German Borrowers in the maximum principal amount of $75 million (the "German Revolving Credit Facility," and together with the U.S. Revolving Credit Facility, the "Global Revolving Credit Facilities"); (3) causes the Company and the other Domestic Borrowers to guarantee, among other things, the obligations of the German Borrowers arising under the German Revolving Credit Facility; (4) provides for the Global Revolving Credit Facilities to mature on December 18, 2019; and (5) provides for an accordion feature permitting one or more increases in the Global Revolving Credit Facilities in an aggregate principal amount not exceeding $50 million, such that the aggregate commitments under the Global Revolving Credit Facilities do not exceed $250 million. In addition, the Domestic Borrowers may request letters of credit under the U.S. Revolving Credit Facility in an aggregate face amount not to exceed

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 6. Debt (Continued)

$20 million outstanding at any time, and the German Borrowers may request letters of credit under the German Revolving Credit Facility in an aggregate face amount not to exceed $2 million outstanding at any time.

Proceeds of borrowings under the Global Revolving Credit Facilities may be used to finance working capital needs, permitted acquisitions, permitted investments (including certain intercompany loans), certain dividends, distributions and other restricted payments, and for other general corporate purposes.

The right of the Domestic Borrowers to borrow and obtain letters of credit under the U.S. Revolving Credit Facility is subject to, among other things, the borrowing base of the Domestic Borrowers on a consolidated basis (the "Domestic Borrowing Base"). The right of the German Borrowers to borrow and obtain letters of credit under the German Revolving Credit Facility is similarly subject to a borrowing base requirement (the "German Borrowing Base"). The German Borrowing Base is initially determined on a combined basis for all German Borrowers. Under certain circumstances (including the occurrence of an event of default resulting from an act or omission of any German Borrower or German Guarantor), the Administrative Agent may require the German Borrowing Base to be determined separately for each of the German Borrowers. At its option the Company may, from time to time, allocate a portion of the Domestic Borrowing Base to the German Borrowing Base (resulting in a corresponding reduction of the Domestic Borrowing Base); however, the principal amount of borrowings and the outstanding letter of credit exposure under the German Revolving Credit Facility may not at any time exceed the German Revolving Credit Facility commitment amount then in effect.

The guarantees of the German Guarantors are limited solely to the German Revolving Credit Facility obligations. Under the terms of the Third Amended Credit Agreement and related loan documentation, neither the German Borrowers nor the German Guarantors (collectively, the "German Loan Parties") will be liable for any obligations relating to the U.S. Revolving Credit Facility. The Global Revolving Credit Facilities are secured by liens on all or substantially all of the assets of the Domestic Borrowers. The German Revolving Credit Facility is secured by liens on all or substantially all of the assets of the German Borrowers and certain assets of the German Guarantors. Any liens granted by the German Loan Parties secure only the German Revolving Credit Facility obligations.

Under the terms of the Third Amended Credit Agreement, borrowing under the U.S. Revolving Credit Facility will bear interest at either (1) a prime rate-based index, (2) the federal funds rate, or (3) LIBOR (which cannot be less than zero percent) plus 1.00% plus an applicable margin ranging from 0.00% to 3.00%, depending on the amount of availability under the Third Amended Credit Agreement. Borrowing under the German Revolving Credit Facility will bear interest at LIBOR (which cannot be less than zero percent) plus an applicable margin ranging from 1.50% to 2.00%, depending on the amount of availability under the Third Amended Credit Agreement. Until the tenth business day after delivery of the Company's borrowing base compliance certificate for the month ending June 30, 2015, the applicable margin on borrowings will be 0.25% for prime rate-based borrowings, and 1.75% for LIBOR-based borrowings. The Company is also required to pay a monthly commitment fee on the unused amounts available under the Global Revolving Credit Facilities at a per annum rate of 0.25%.

The Third Amended Credit Agreement contains covenants with which the Company and its subsidiaries must comply during the term of the agreement, which the Company believes are ordinary and standard for agreements of this nature. Among other things, such covenants restrict the ability of the Company and its subsidiaries to incur certain debt, incur or create certain liens, make specified restricted payments, authorize or issue capital stock, enter into transactions with their affiliates, consolidate, merge with or acquire another business, sell certain of their assets, or dissolve or wind up. In addition, if the aggregate availability under the Global Revolving Credit Facilities is less than the greater of (i) $25 million and (ii) 12.5% of the maximum aggregate commitments under the Global Revolving Credit Facilities as then in effect, the Company will be subject to increased reporting obligations and controls until such time as availability is more than the greater of (a) $35 million and (b) 17.5% of the maximum aggregate commitments under the Global Revolving Credit Facilities as then in effect.

If aggregate availability under the Global Revolving Credit Facilities is less than the greater of (i) $20 million and (ii) 10% of the maximum aggregate commitments under the Global Revolving Credit Facilities as then in effect, the Company is required to comply with a fixed charge coverage ratio (as defined in the Third Amended Credit

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 6. Debt (Continued)

Agreement) of not less than 1.1 to 1.0 for the preceding four-quarter period, tested as of the end of each quarter. Such compliance, once required, would no longer be necessary once (x) aggregate availability under the Global Revolving Credit Facilities exceeds the greater of (i) 17.5% of the aggregate commitment for the Global Revolving Credit Facilities and (ii) $35 million for 60 consecutive days and (y) no default or event of default has occurred and is continuing during such 60-day period. As of December 31, 2014, aggregate availability under the Global Revolving Credit Facilities exceeded the minimum required amount, and the Company is not required to comply with such fixed charge coverage ratio.

The Third Amended Credit Agreement also contains events of default customary for financings of this type, including failure to pay principal or interest, materially false representations or warranties, failure to observe covenants and certain other terms of the Third Amended Credit Agreement, cross-defaults to certain other indebtedness, bankruptcy, insolvency, various ERISA and foreign pension violations, the incurrence of material judgments and changes in control.

Subject to certain conditions (including the absence of a default or event of default under the Third Amended Credit Agreement), the Third Amended Credit Agreement permits the Company the make up to $10 million in cash repurchases of its outstanding common stock during each fiscal year, beginning in 2015, and to pay up to $25 million in cash dividends to its stockholders during any period of 12 consecutive months; however, such stock repurchases can be made, and such cash dividends can be paid, on an unlimited basis if pro forma aggregate availability under the Global Revolving Credit Facilities is greater than or equal to the greater of (i) $25 million and (ii) 12.5% of the aggregate commitment under the Global Revolving Credit Facilities, at all times during the 60-day period ending on the date of such repurchase or dividend payment.

Availability under the Global Revolving Credit Facilities varies over time depending on the value of the Company's inventory, receivables and various capital assets. As of December 31, 2014, the Company had $48.7 million outstanding under the Global Revolving Credit Facilities and $145.8 million of available credit (based on exchange rates at December 31, 2014). As of December 31, 2014, the weighted-average interest rate on outstanding Revolver borrowings was 1.8 percent per annum.

In June 2013, the Company amended the Second Amended and Restated Credit Agreement (as amended, the "Bank Credit Agreement") to, among other things; (i) modify the Second Amended and Restated Credit Agreement's accordion feature to permit the Company, subject to certain conditions, to increase the aggregate revolving credit facility commitments by up to $30 million, to a maximum amount of $180 million (ii) increase the Company's allowable dividends paid to shareholders in any period of 12 consecutive months to $25 million, (iii) allow the Company to repurchase up to $30 million of its own common stock on or before December 31, 2014, with no more than $15 million of that amount to be repurchased on or before December 31, 2014, and (iv) make certain definitional and administrative changes. As of December 31, 2013, the Company had a $105 million Revolver pursuant to the Bank Credit Agreement of which no amounts were outstanding.

The Company's ability to pay cash dividends on its common stock is also limited under the terms of the 2021 Senior Notes. As of December 31, 2014, under the most restrictive terms of the 2021 Senior Notes and the Third Amended Credit Agreement, the Company's ability to pay cash dividends on its common stock was limited to a total of $25 million in a 12-month period.

Other Debt

Neenah Germany Project Financing

German Loan Agreement. In December 2006, Neenah Germany entered into a 10-year agreement with HypoVereinsbank and IKB Deutsche Industriebank AG ("IKB") to provide €10.0 million of project financing (the "German Loan Agreement"). In May 2014, the Company terminated the German Loan Agreement by repaying the remaining €3.7 million ($5.2 million) in outstanding German Loan Agreement borrowings.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 6. Debt (Continued)

Second German Loan Agreement. In January 2013, Neenah Germany entered into a project financing agreement for the construction of a melt blown machine (the "Second German Loan Agreement"). The agreement provides for €9.0 million of construction financing which is secured by the melt blown machine. The loan matures in September 2022 and principal is repaid in equal quarterly installments beginning in December 2014. The interest rate on amounts outstanding is 2.45% based on actual days elapsed in a 360-day year and is payable quarterly. At December 31, 2014, €8.7 million ($10.6 million, based on exchange rates at December 31, 2014) was outstanding under the Second German Loan Agreement.

Neenah Germany Revolving Lines of Credit

HypoVereinsbank Line of Credit. Neenah Germany had a revolving line of credit with HypoVereinsbank (the "HypoVereinsbank Line of Credit") that provided for borrowings of up to €15 million for general corporate purposes. The Company cancelled the HypoVereinsbank Line of Credit upon entering into the Third Amended Credit Agreement. As of December 31, 2013, the weighted-average interest rate on outstanding HypoVereinsbank Line of Credit borrowings was 3.1 percent per annum.

Commerzbank Line of Credit. In January 2012, Neenah Germany entered into an agreement with Commerzbank AG ("Commerzbank") to provide up to €3.0 million of unsecured revolving credit borrowings for general corporate purposes (the "Commerzbank Line of Credit"). In February 2013, the Company and Commerzbank amended the Commerzbank Line of Credit to provide up to €5.0 million of unsecured revolving credit borrowings. The Company cancelled the Commerzbank Line of Credit upon entering into the Third Amended Credit Agreement. As of December 31, 2013, the weighted average interest rate on Commerzbank Line of Credit borrowings was 2.9 percent per annum.

Principal Payments

The following table presents the Company's required debt payments:

	2015	2016	2017	2018	2019	Thereafter	Total
Debt payments	$ 1.4	$ 1.4	$ 1.4	$ 1.4	$ 50.0	$ 178.7	$ 234.3

Note 7. Pension and Other Postretirement Benefits

Pension Plans

Substantially all active employees of the Company's U.S. operations participate in defined benefit pension plans and/or defined contribution retirement plans. Neenah Germany has defined benefit plans designed to provide a monthly pension upon retirement for substantially all its employees in Germany. In addition, the Company maintains a SERP which is a non-qualified defined benefit plan. The Company provides benefits under the SERP to the extent necessary to fulfill the intent of its defined benefit retirement plans without regard to the limitations set by the Internal Revenue Code on qualified defined benefit plans.

During 2014, the Company offered a one-time lump sum payout option to all eligible U.S. participants with a deferred vested pension benefit (the participant had a vested pension benefit but was no longer an employee of the Company and was not in retirement status) in the Neenah Paper Pension Plan. For the year ended December 31, 2014, approximately 425 individuals elected to receive their pension benefit as a lump-sum payment and the Company paid a total of $14.0 million in such lump-sum payments. For the years ended December 31, 2014, 2013 and 2012, benefit payments under certain post-retirement benefit plans exceeded the sum of expected service cost and interest costs for these plans for the respective calendar years. In accordance with ASC Topic 715, *Compensation — Retirement Benefits* ("ASC Topic 715"), the Company measured the liabilities of the post-retirement benefit plans and recognized settlement losses of $3.5 million, $0.2 million and $3.5 million, respectively.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 7. Pension and Other Postretirement Benefits (Continued)

The Company's funding policy for its U.S. qualified defined benefit plan is to contribute assets to fully fund the projected benefit obligation. Subject to regulatory and tax deductibility limits, any funding shortfall is to be eliminated over a reasonable number of years. Nonqualified plans providing pension benefits in excess of limitations imposed by taxing authorities are not funded. There is no legal or governmental obligation to fund Neenah Germany's benefit plans and as such the Neenah Germany defined benefit plans are currently unfunded. As of December 31, 2014, Neenah Germany had investments of $2.0 million that were restricted to the payment of certain post-retirement employee benefits. As of December 31, 2014, $0.6 million and $1.4 million of such investments are classified as prepaid and other current assets and other assets, respectively, on the consolidated balance sheet.

The Company uses the fair value of pension plan assets to determine pension expense, rather than averaging gains and losses over a period of years. Investment gains or losses represent the difference between the expected return calculated using the fair value of the assets and the actual return based on the fair value of assets. The Company's pension obligations are measured annually as of December 31.

During 2014, the Society of Actuaries released a new mortality table, which is believed to better reflect mortality improvements and is to be used in calculating defined benefit pension obligations. The Company adopted these new tables for its U.S. pension plans for use in determining its projected benefit obligations. Adoption of the new mortality tables increased the Company's projected benefit obligation by approximately $5.5 million at December 31, 2014.

Other Postretirement Benefit Plans

The Company maintains postretirement health care and life insurance benefit plans for active employees of the Company and former employees of the Canadian pulp operations. The plans are generally noncontributory for employees who were eligible to retire on or before December 31, 1992 and contributory for most employees who became eligible to retire on or after January 1, 1993. The Company does not provide a subsidized benefit to most employees hired after 2003.

The Company's obligations for postretirement benefits other than pensions are measured annually as of December 31. At December 31, 2014, the assumed inflationary health care cost trend rates used to determine obligations at December 31, 2014 and costs for the year ended December 31, 2014 were 7.0 percent gradually decreasing to an ultimate rate of 4.5 percent in 2027. The assumed inflationary health care cost trend rates used to determine obligations at December 31, 2013 and costs for the year ended December 31, 2014 were 7.3 percent gradually decreasing to an ultimate rate of 4.5 percent in 2027.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 7. Pension and Other Postretirement Benefits (Continued)

The following table reconciles the benefit obligations, plan assets, funded status and net liability information of the Company's pension and other postretirement benefit plans.

	Pension Benefits		Postretirement Benefits Other than Pensions	
	Year Ended December 31,			
	2014	2013	2014	2013
Change in Benefit Obligation:				
Benefit obligation at beginning of year	$ 320.4	$ 325.3	$ 41.1	$ 46.7
Service cost	5.3	5.3	1.7	1.8
Interest cost	15.2	13.5	1.9	1.8
Currency	(7.0)	1.9	(0.5)	0.1
Actuarial (gain) loss	47.7	(12.3)	0.4	(4.0)
Benefit payments from plans	(14.4)	(13.5)	(3.9)	(3.7)
Settlement payments	(14.0)	(0.4)	—	—
Plan amendments	—	0.5	—	(1.4)
Gain on plan curtailment	—	—	—	(0.2)
Other	0.1	0.1	—	—
Benefit obligation at end of year	$ 353.3	$ 320.4	$ 40.7	$ 41.1
Change in Plan Assets:				
Fair value of plan assets at beginning of year	$ 261.3	$ 239.3	$ —	$ —
Actual gain on plan assets	28.6	15.6	—	—
Employer contributions	24.5	18.1	—	—
Benefit payments	(12.1)	(11.3)	—	—
Settlement payments	(14.0)	(0.4)	—	—
Fair value of plan assets at end of year	$ 288.3	$ 261.3	$ —	$ —
Reconciliation of Funded Status				
Fair value of plan assets	$ 288.3	$ 261.3	$ —	$ —
Projected benefit obligation	353.3	320.4	40.7	41.1
Net liability recognized in statement of financial position	$ (65.0)	$ (59.1)	$ (40.7)	$ (41.1)
Amounts recognized in statement of financial position consist of:				
Current liabilities	$ (2.4)	$ (2.6)	$ (3.6)	$ (3.9)
Noncurrent liabilities	(62.6)	(56.5)	(37.1)	(37.2)
Net amount recognized	$ (65.0)	$ (59.1)	$ (40.7)	$ (41.1)

Amounts recognized in accumulated other comprehensive income consist of:

	Pension Benefits		Postretirement Benefits Other than Pensions	
	December 31,			
	2014	2013	2014	2013
Accumulated actuarial loss	$ 91.2	$ 64.8	$ 4.7	$ 4.7
Prior service cost	1.5	1.8	(0.7)	(0.9)
Total recognized in accumulated other comprehensive income	$ 92.7	$ 66.6	$ 4.0	$ 3.8

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 7. Pension and Other Postretirement Benefits (Continued)

Summary disaggregated information about the pension plans follows:

	December 31,					
	Assets Exceed ABO		ABO Exceed Assets		Total	
	2014	2013	2014	2013	2014	2013
Projected benefit obligation	$ 290.4	$ 266.4	$ 62.9	$ 54.0	$ 353.3	$ 320.4
Accumulated benefit obligation	274.1	251.6	62.2	53.3	336.3	304.9
Fair value of plan assets	288.3	261.3	—	—	288.3	261.3

Components of Net Periodic Benefit Cost

	Pension Benefits			Postretirement Benefits Other than Pensions		
	Year Ended December 31,					
	2014	2013	2012	2014	2013	2012
Service cost	$ 5.3	$ 5.3	$ 4.6	$ 1.7	$ 1.8	$ 1.8
Interest cost	15.2	13.5	14.1	1.9	1.8	2.1
Expected return on plan assets(a)	(16.7)	(17.1)	(15.3)	—	—	—
Recognized net actuarial loss	4.2	5.7	4.1	0.4	0.7	0.5
Amortization of prior service cost (credit)	0.3	0.3	0.3	(0.2)	(0.1)	0.2
Amount of curtailment loss recognized	—	—	—	—	—	0.3
Amount of settlement loss recognized	3.5	0.2	3.5	—	—	—
Net periodic benefit cost	$ 11.8	$ 7.9	$ 11.3	$ 3.8	$ 4.2	$ 4.9

(a) The expected return on plan assets is determined by multiplying the fair value of plan assets at the prior year-end (adjusted for estimated current year cash benefit payments and contributions) by the expected long-term rate of return.

Other Changes in Plan Assets and Benefit Obligations Recognized in Other Comprehensive Income

	Pension Benefits			Postretirement Benefits Other than Pensions		
	Year Ended December 31,					
	2014	2013	2012	2014	2013	2012
Net periodic benefit expense	$ 11.8	$ 7.9	$ 11.3	$ 3.8	$ 4.2	$ 4.9
Accumulated actuarial loss (gain)	26.4	(16.4)	20.8	—	(5.1)	2.7
Prior service cost (credit)	(0.3)	0.2	0.4	0.2	(1.3)	(0.2)
Total recognized in other comprehensive income	26.1	(16.2)	21.2	0.2	(6.4)	2.5
Total recognized in net periodic benefit cost and other comprehensive income	$ 37.9	$ (8.3)	$ 32.5	$ 4.0	$ (2.2)	$ 7.4

The estimated net actuarial loss and prior service cost for the defined benefit pension plans expected to be amortized from accumulated other comprehensive income into net periodic benefit cost over the next fiscal year are $6.7 million and $0.2 million, respectively. The estimated net actuarial loss and prior service (credit) for postretirement benefits other than pensions expected to be amortized from accumulated other comprehensive income into net periodic benefit cost over the next fiscal year is $0.1 million and $(0.2) million, respectively.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 7. Pension and Other Postretirement Benefits (Continued)

Weighted-Average Assumptions Used to Determine Benefit Obligations at December 31

	Pension Benefits		Postretirement Benefits Other than Pensions	
	2014	2013	2014	2013
Discount rate	3.91%	4.88%	4.05%	4.84%
Rate of compensation increase	2.92%	2.96%	—	—

Weighted-Average Assumptions Used to Determine Net Periodic Benefit Cost for Years Ended December 31

	Pension Benefits			Postretirement Benefits Other than Pensions		
	Year Ended December 31,					
	2014	2013	2012	2014	2013	2012
Discount rate	4.88%	4.19%	5.14%	4.84%	4.12%	5.03%
Expected long-term return on plan assets	6.50%	7.00%	7.25%	—	—	—
Rate of compensation increase	2.96%	2.96%	2.95%	—	—	—

Expected Long-Term Rate of Return and Investment Strategies

The expected long-term rate of return on pension fund assets held by the Company's pension trusts was determined based on several factors, including input from pension investment consultants and projected long-term returns of broad equity and bond indices. Also considered were the plans' historical 10-year and 15-year compounded annual returns. It is anticipated that, on average, actively managed U.S. pension plan assets will generate annual long-term rates of return of approximately 6.50 percent. The expected long-term rate of return on the assets in the plans was based on an asset allocation assumption of approximately 35 percent with equity managers, with expected long-term rates of return of approximately 8 to10 percent, and 65 percent with fixed income managers, with an expected long-term rate of return of about 4 to 6 percent. The actual asset allocation is regularly reviewed and periodically rebalanced to the targeted allocation when considered appropriate.

Plan Assets

Pension plan asset allocations are as follows:

	Percentage of Plan Assets At December 31,		
	2014	2013	2012
Asset Category			
Equity securities	35%	35%	40%
Debt securities	65%	64%	59%
Cash and money-market funds	—%	1%	1%
Total	100%	100%	100%

The Company's investment objectives for pension plan assets is to ensure, over the long-term life of the pension plans, an adequate pool of assets to support the benefit obligations to participants, retirees, and beneficiaries. Specifically, these objectives include the desire to: (a) invest assets in a manner such that future assets are available to fund liabilities, (b) maintain liquidity sufficient to pay current benefits when due and (c) diversify, over time, among asset classes so assets earn a reasonable return with acceptable risk to capital.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 7. Pension and Other Postretirement Benefits (Continued)

The target investment allocation and permissible allocation range for plan assets by category are as follows:

Asset Category	Strategic Target	Permitted Range
Equity securities	35%	35-45%
Debt securities/Fixed Income	65%	55-65%

As of December 31, 2014, no company or group of companies in a single industry represented more than five percent of plan assets.

The Company's investment assumptions are established by an investment committee composed of members of senior management and are validated periodically against actual investment returns. As of December 31, 2014, the Company's investment assumptions are as follows:

(a) the plan should be substantially fully invested in debt and equity securities at all times because substantial cash holdings will reduce long-term rates of return;

(b) equity investments will provide greater long-term returns than fixed income investments, although with greater short-term volatility;

(c) it is prudent to diversify plan investments across major asset classes;

(d) allocating a portion of plan assets to foreign equities will increase portfolio diversification, decrease portfolio risk and provide the potential for long-term returns;

(e) investment managers with active mandates can reduce portfolio risk below market risk and potentially add value through security selection strategies, and a portion of plan assets should be allocated to such active mandates;

(f) a component of passive, indexed management can benefit the plans through greater diversification and lower cost, and a portion of the plan assets should be allocated to such passive mandates, and

(g) it is appropriate to retain more than one investment manager, given the size of the plans, provided that such managers offer asset class or style diversification.

For the years ended December 31, 2014, 2013 and 2012, no plan assets were invested in the Company's securities.

Cash Flows

At December 31, 2014, the Company expects to make aggregate contributions to qualified pension trusts and payments of pension benefits for unfunded pension plans in 2015 of approximately $12.4 million (based on exchange rates at December 31, 2014).

Future Benefit Payments

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid:

	Pension Plans	Postretirement Benefits Other than Pensions
2014	$ 15.4	$ 3.6
2015	16.1	3.2
2016	17.9	3.6
2017	17.8	3.9
2018	20.2	4.1
Years 2019- 2023	102.5	19.2

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 7. Pension and Other Postretirement Benefits (Continued)

Health Care Cost Trends

Assumed health care cost trend rates affect the amounts reported for postretirement health care benefit plans. A one-percentage-point change in assumed health care cost trend rates would have the following effects:

	One Percentage-Point	
	Increase	Decrease
Effect on total of service and interest cost components	$ —	$ —
Effect on post-retirement benefit other than pension obligation	0.3	(0.4)

Defined Contribution Retirement Plans

Company contributions to defined contribution retirement plans are primarily based on the age and compensation of covered employees. Contributions to these plans, all of which were charged to expense, were $1.9 million in 2014 and 2013 and $1.8 million in 2012. In addition, the Company maintains a supplemental retirement contribution plan (the "SRCP") which is a non-qualified, unfunded defined contribution plan. The Company provides benefits under the SRCP to the extent necessary to fulfill the intent of its defined contribution retirement plans without regard to the limitations set by the Internal Revenue Code on qualified defined contribution plans. For the years ended December 31, 2014, 2013 and 2012, the Company recognized expense related to the SRCP of $0.1 million, $0.3 million and $0.2 million, respectively.

Investment Plans

The Company provides voluntary contribution investment plans to substantially all North American employees. Under the plans, the Company matches a portion of employee contributions. For the years ended December 31, 2014, 2013 and 2012, costs charged to expense for company matching contributions under these plans were $1.9 million, $1.8 million and $1.7 million, respectively.

Note 8. Stock Compensation Plans

The Company established the 2004 Omnibus Stock and Incentive Plan (the "2004 Omnibus Plan") in December 2004 and reserved 3,500,000 shares of $0.01 par value common stock ("Common Stock") for issuance under the Omnibus Plan. Pursuant to the terms of the 2004 Omnibus Plan, the compensation committee of the Company's Board of Directors may grant various types of equity-based compensation awards, including incentive and nonqualified stock options, SARs, restricted stock, RSUs, RSUs with performance conditions and performance units, in addition to certain cash-based awards. All grants under the Omnibus Plan will be made at fair market value and no grant may be repriced. In general, the options expire ten years from the date of grant and vest over a three-year service period.

At the 2013 Annual Meeting of Stockholders, the Company's stockholders approved an amendment and restatement of the 2004 Omnibus Plan (as amended and restated the "2013 Omnibus Plan"). The amendment and restatement authorized the Company to reserve an additional 1,577,000 shares of Common Stock for future issuance. As of December 31, 2014, the Company had 1,675,000 shares of Common Stock reserved for future issuance under the 2013 Omnibus Plan. As of December 31, 2014, the number of shares available for future issuance was reduced by approximately 5,000 shares for outstanding SARs where the closing market price for the Company's common stock was greater than the exercise price of the SAR. The Company accounts for stock-based compensation pursuant to the fair value recognition provisions of ASC Topic 718, *Compensation — Stock Compensation* ("ASC Topic 718").

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 8. Stock Compensation Plans (Continued)

Valuation and Expense Information Under ASC Topic 718

Substantially all stock-based compensation expense has been recorded in selling, general and administrative expenses. The following table summarizes stock-based compensation costs and related income tax benefits.

	Year Ended December 31,		
	2014	2013	2012
Stock-based compensation expense	$ 6.0	$ 4.9	$ 4.9
Income tax benefit	(2.3)	(1.9)	(1.9)
Stock-based compensation, net of income tax benefit	$ 3.7	$ 3.0	$ 3.0

The following table summarizes total compensation costs related to the Company's equity awards and amounts recognized in the year ended December 31, 2014.

	Stock Options	Performance Shares and RSUs
Unrecognized compensation cost — December 31, 2013	$ 1.3	$ 2.0
Grant date fair value current year grants	1.2	4.9
Change in estimate of shares to be forfeited	—	(0.1)
Compensation expense recognized	(1.4)	(4.6)
Unrecognized compensation cost — December 31, 2014	$ 1.1	$ 2.2
Expected amortization period (in years)	1.9	1.7

Stock Options/SARs

In August 2014, the Compensation Committee of the Board of Directors approved the conversion of approximately 545,000 outstanding non-qualified stock options held by U.S. employees and U.S. non-employee directors to an equal number of SARs. Upon exercise, the holder of an SAR will receive common shares equal to the number of SARs exercised multiplied by a fraction where the numerator is equal to the market price at the time of exercise minus the exercise price of the SAR and the denominator is equal to the market price at the time of exercise. The SARs can only be settled for shares of Common Stock and the Company will not receive any cash proceeds upon exercise. All other contractual terms of the SARs are unchanged from those of the non-qualified stock options converted. At the date of conversion the fair value of the SARs was equal to the fair value of the stock options exchanged. As a result, the Company did not recognize any additional compensation expense due to the conversion.

The following tables present information regarding stock options awarded during the years ended December 31, 2014, 2013 and 2012. For the year ended December 31, 2012, the table excludes 125,000 nonqualified stock options awarded to the Company's President and Chief Executive Officer as described below:

	2014	2013	2012
Nonqualified stock options granted	95,700	111,200	97,600
Per share weighted average exercise price	$ 43.17	$ 31.23	$ 24.14
Per share weighted average grant date fair value	$ 12.72	$ 9.61	$ 8.13

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 8. Stock Compensation Plans (Continued)

The weighted-average grant date fair value for stock options granted for the years ended December 31, 2014, 2013 and 2012 was estimated using the Black-Scholes option valuation model with the following assumptions:

	2014	2013	2012
Expected term in years	5.9	5.3	4.9
Risk free interest rate	1.9%	0.9%	1.1%
Volatility	36.5%	40.4%	45.4%
Dividend yield	2.2%	1.9%	2.0%

Expected volatility and the expected term were estimated by reference to the historical stock price performance of the Company and historical data for the Company's stock option and SAR awards, respectively. The risk-free interest rate was based on the yield on U.S. Treasury bonds with a remaining term approximately equivalent to the expected term of the stock option and SAR awards. Forfeitures were estimated at the date of grant.

During the year ended December 31, 2012, the Company awarded nonqualified stock options to its President and Chief Executive Officer to purchase 125,000 shares of Common Stock (subject to forfeiture due to termination of employment and other conditions). The exercise price of such nonqualified stock option awards was $24.09 per share and the options expire in ten years. As of December 31, 2014, the Company achieved certain total return to shareholder targets and 25 percent of the award vested. For the years ending December 31, 2015 and 2016, if certain absolute total return to shareholder targets are achieved, 50 percent of the award will vest on December 31, 2015 and 100 percent will vest on December 31, 2016. Any unvested shares as of December 31, 2016 will be forfeited. The grant date fair value of such stock options was $9.55 per share and was estimated using a "Monte-Carlo" simulation valuation model.

The following table summarizes stock option activity under the Omnibus Plan for the year ended December 31, 2014:

	Number of Stock Options	Weighted-Average Exercise Price
Options outstanding — December 31, 2013	950,668	$ 23.36
Add: Options granted	95,670	$ 43.17
Less: Options exercised	437,089	$ 23.20
Less: Options forfeited/cancelled	5,288	$ 36.25
Options outstanding — December 31, 2014	603,961	$ 26.49

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 8. Stock Compensation Plans (Continued)

The status of outstanding and exercisable stock options as of December 31, 2014, summarized by exercise price follows:

	Options Vested or Expected to Vest				Options Exercisable		
Exercise Price	Number of Options	Weighted-Average Remaining Contractual Life (Years)	Weighted-Average Exercise Price	Aggregate Intrinsic Value(a)	Number of Options	Weighted-Average Exercise Price	Aggregate Intrinsic Value(a)
$7.41 — $18.90	105,529	4.5	$ 10.74	$ 5.2	105,529	$ 10.74	$ 5.2
$19.25 — $29.43	266,351	6.3	$ 23.45	9.8	115,480	$ 22.62	4.4
$30.15 — $39.97	131,615	6.1	$ 32.81	3.6	65,327	$ 34.42	1.7
$41.51 — $51.99	97,641	8.8	$ 43.10	1.7	6,547	$ 41.88	0.1
	601,136	6.3	$ 26.46	$ 20.3	292,883	$ 21.40	$ 11.4

(a) Represents the total pre-tax intrinsic value as of December 31, 2014 that option holders would have received had they exercised their options as of such date. The pre-tax intrinsic value is based on the closing market price for the Company's common stock of $60.27 on December 31, 2014.

The aggregate pre-tax intrinsic value of stock options exercised for the years ended December 31, 2014, 2013 and 2012 was $12.7 million, $9.8 million and $5.1 million, respectively.

The following table summarizes the status of the Company's unvested stock options as of December 31, 2014 and activity for the year then ended:

	Number of Stock Options	Weighted-Average Grant Date Fair Value
Outstanding — December 31, 2013	328,436	$ 9.17
Add:Options granted	95,670	$ 12.72
Less:Options vested	111,425	$ 8.80
Less:Options forfeited/cancelled	1,603	$ 12.60
Outstanding — December 31, 2014	311,078	$ 10.37

As of December 31, 2014, certain participants met age and service requirements that allowed their options to qualify for accelerated vesting upon retirement. As of December 31, 2014, there were approximately 50,000 stock options subject to accelerated vesting that such participants would have been eligible to exercise if they had retired as of such date. The aggregate grant date fair value of options subject to accelerated vesting was $0.5 million. For the year ended December 31, 2014, stock-based compensation expense for such options was $0.3 million. For the year ended December 31, 2014, the aggregate grant date fair value of options vested, including options subject to accelerated vesting, was $1.5 million. Stock options that reflect accelerated vesting for expense recognition become exercisable according to the contract terms of the stock option grant.

Performance Units/RSUs

For the year ended December 31, 2014, the Company granted target awards of 60,900 Performance Units. The measurement period for the Performance Units is January 1, 2014 through December 31, 2014. RSUs equal to not less than 40 percent and not more than 200 percent of the Performance Unit target will be awarded based on the Company's growth in return on invested capital, consolidated revenue growth, the percentage of consolidated free cash flow to revenue and total return to shareholders relative to the companies in the Russell 2000® Value small cap index. The RSUs will vest on December 31, 2016. During the vesting period, the holders of these RSUs are entitled to dividends, but the RSUs do not have voting rights and are subject to forfeiture due to termination of employment and other conditions. For the year ended December 31, 2014, 107,000 RSUs or approximately

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 8. Stock Compensation Plans (Continued)

185 percent of the Performance Unit targets were earned. The market price on the date of grant for the Performance Units was $42.82 per share. The Company is recognizing stock-based compensation expense pro-rata over the vesting term of the RSUs.

For the year ended December 31, 2014, the Company awarded 8,100 RSUs to non-employee members of the Board of Directors and 2,770 RSUs to employees. The weighted average grant date fair value of such awards was $49.76 per share and the awards vest one year from the date of grant. During the vesting period, the holders of the RSUs are entitled to dividends, but the RSUs do not have voting rights and are forfeited in the event the holder is no longer an employee or member of the Board of Directors on the vesting date.

The following table summarizes the activity of the Company's unvested stock-based awards (other than stock options) for the years ended December 31, 2014, 2013 and 2012:

	RSUs	Weighted-Average Grant Date Fair Value	Performance Units	Weighted-Average Grant Date Fair Value
Outstanding — December 31, 2011	1,045,830	$ 9.87	—	—
Shares granted(a)	12,912	$ 22.72	103,000	$ 36.13
Shares vested	(837,179)	$ 8.23	—	—
Shares expired or cancelled	—	—	(5,100)	$ 36.13
Outstanding — December 31, 2012	221,563	$ 16.81	97,900	$ 36.13
Shares granted(a)	12,220	$ 31.26	78,900	$ 49.28
Shares vested	(220,762)	$ 17.23	—	—
Performance Shares vested	145,871	$ 24.25	(97,900)	$ 36.13
Shares expired or cancelled	(6,701)	$ 19.73	(1,900)	$ 49.28
Outstanding — December 31, 2013	152,191	$ 24.36	77,000	$ 49.28
Shares granted(a)	11,492	$ 49.78	60,900	$ 74.79
Shares vested	(150,270)	$ 22.60	—	—
Performance Shares vested	94,710	$ 29.15	(77,000)	$ 35.85
Shares expired or cancelled	(2,829)	$ 29.15	(2,630)	$ 74.79
Outstanding — December 31, 2014	105,294	$ 31.15	58,270	$ 74.79

(a) For the years ended December 31, 2014, 2013 and 2012, includes 622 RSUs, 950 RSUs and 887 RSUs, respectively, that were granted in lieu of cash dividends. Such dividends-in-kind vest concurrently with the underlying RSUs.

(b) The aggregate pre-tax intrinsic value of outstanding RSUs as of December 31, 2014 was $6.3 million.

The aggregate pre-tax intrinsic value of restricted stock and RSUs that vested for the years ended December 31, 2014, 2013 and 2012 was $8.9 million, $9.3 million and $21.6 million, respectively.

Excess Tax Benefits

ASC Topic 718 requires the reporting of excess tax benefits related to the exercise or vesting of stock-based awards as cash provided by financing activities within the statement of cash flows. Excess tax benefits represent the difference between the tax deduction the Company will receive on its tax return for compensation recognized by employees upon the vesting or exercise of stock-based awards and the tax benefit recognized for the grant date fair value of such awards. As of December 31, 2014, 2013 and 2012, because the Company had unused NOLs its excess tax benefits did not result in a reduction in taxes paid and therefore a reduction in cash flow from operations is recorded to offset the amount of excess tax benefits reported in cash flows from financing activities.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 8. Stock Compensation Plans (Continued)

For the years ended December 31, 2014, 2013 and 2012, the Company recognized excess tax benefits related to the exercise or vesting of stock-based awards of $5.6 million, $2.6 million and $6.1 million, respectively.

Note 9. Stockholders' Equity

Common Stock

The Company has authorized 100 million shares of Common Stock. Holders of the Company's Common Stock are entitled to one vote per share.

In May 2014, the Company's Board of Directors authorized a program that would allow the Company to repurchase up to $25 million of its outstanding Common Stock through May 2015 (the "2014 Stock Purchase Plan"). The Company had a $10 million share repurchase program in place during the preceding 12 months that expired in May 2014 (the "2013 Stock Purchase Plan"). For the year ended December 31, 2014, the Company acquired 23,000 shares of Common Stock at an aggregate cost of $1.1 million under the 2014 Stock Purchase Plan. For the year ended December 31, 2013, there were no purchases under the 2013 Stock Purchase Plan. For the year ended December 31, 2012, the Company acquired 158,000 shares of Common Stock at an aggregate cost of $4.1 million pursuant to a $10 million share repurchase program authorized in May 2012.

Purchases by the Company under the 2014 Stock Purchase Program are made from time to time in the open market or in privately negotiated transactions in accordance with the requirements of applicable law. The timing and amount of any purchases will depend on share price, market conditions and other factors. The 2014 Stock Purchase Program does not require the Company to purchase any specific number of shares and may be suspended or discontinued at any time. The 2014 Stock Purchase Plan is expected to be funded using cash on hand or borrowings under the Company's bank credit facility.

For the years ended December 31, 2014, 2013 and 2012, the Company acquired 56,000 shares, 111,000 shares and 302,000 shares of Common Stock, respectively, at a cost of 3.4 million, $4.6 million and $7.6 million, respectively, for shares surrendered by employees to pay taxes due on vested restricted stock awards and SARs exercised.

Each share of Common Stock contains a preferred stock purchase right that is associated with the share. These preferred stock purchase rights are transferred only with shares of Common Stock. The preferred stock purchase rights become exercisable and separately certificated only upon a "Rights Distribution Date" as that term is defined in the stockholder rights agreement adopted by the Company at the time of the Spin-Off. In general, a Rights Distribution Date occurs ten business days following either of these events: (i) a person or group has acquired or obtained the right to acquire beneficial ownership of 15 percent or more of the outstanding shares of our Common Stock then outstanding or (ii) a tender offer or exchange offer is commenced that would result in a person or group acquiring 15 percent or more of the outstanding shares of our Common Stock then outstanding.

Preferred Stock

The Company has authorized 20 million shares of $0.01 par value preferred stock. The preferred stock may be issued in one or more series and with such designations and preferences for each series as shall be stated in the resolutions providing for the designation and issue of each such series adopted by the Board of Directors of the Company. The Board of Directors is authorized by the Company's articles of incorporation to determine the voting, dividend, redemption and liquidation preferences pertaining to each such series. No shares of preferred stock have been issued by the Company.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 10. Commitments

Leases

The future minimum obligations under operating leases having a noncancelable term in excess of one year as of December 31, 2014, are as follows:

2014	$ 1.5
2015	1.2
2016	0.7
2017	0.2
2018	—
Thereafter	—
Future minimum lease obligations	$ 3.6

For the years ended December 31, 2014, 2013 and 2012 rent expense under operating leases was $4.8 million, $4.5 million and $4.2 million, respectively.

Purchase Commitments

The Company has certain minimum purchase commitments that extend beyond December 31, 2014. Commitments under these contracts are approximately $7.4 million, $1.1 million, $1.1 million and $1.2 million for the years ended December 31, 2015, 2016, 2017 and 2018, respectively. Such purchase commitments for the year ended December 31, 2015 are primarily for coal contracts. Although the Company is primarily liable for payments on the above-mentioned leases and purchase commitments, management believes exposure to losses, if any, under these arrangements is not material.

Note 11. Contingencies and Legal Matters

Litigation

The Company is involved in certain legal actions and claims arising in the ordinary course of business. While the outcome of these legal actions and claims cannot be predicted with certainty, it is the opinion of management that the outcome of any such claim which is pending or threatened, either individually or on a combined basis, will not have a material effect on the consolidated financial condition, results of operations or liquidity of the Company.

Income Taxes

The Company is continuously undergoing examination by the Internal Revenue Service (the "IRS") as well as various state and foreign jurisdictions. These tax authorities routinely challenge certain deductions and credits reported by the Company on its income tax returns. No significant tax audit findings are being contested at this time with either the IRS or any state or foreign tax authority.

Indemnifications

Pursuant to a Distribution Agreement, an Employee Matters Agreement and a Tax Sharing Agreement, the Company has agreed to indemnify Kimberly-Clark for certain liabilities or risks related to the Spin-Off. Many of the potential indemnification liabilities under these agreements are unknown, remote or highly contingent. Furthermore, even in the event that an indemnification claim is asserted, liability for indemnification is subject to determination under the terms of the applicable agreement. For these reasons, the Company is unable to estimate the maximum potential amount of the possible future liability under the indemnity provisions of these agreements. However, the Company accrues for any potentially indemnifiable liability or risk under these agreements for which it believes a future payment is probable and a range of loss can be reasonably estimated. As of December 31,

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 11. Contingencies and Legal Matters (Continued)

2014, management believes the Company's liability, if any, under such indemnification obligations was not material to the consolidated financial statements.

Environmental, Health and Safety Matters

The Company is subject to federal, state and local laws, regulations and ordinances relating to various environmental, health and safety matters. The Company is in compliance with, or is taking actions designed to ensure compliance with, these laws, regulations and ordinances. However, the nature of the Company's business exposes it to the risk of claims with respect to environmental, health and safety matters, and there can be no assurance that material costs or liabilities will not be incurred in connection with such claims. Except for certain orders issued by environmental, health and safety regulatory agencies, with which management believes the Company is in compliance and which management believes are immaterial to the results of operations of the Company's business, Neenah is not currently named as a party in any judicial or administrative proceeding relating to environmental, health and safety matters.

While the Company has incurred in the past several years, and will continue to incur, capital and operating expenditures in order to comply with environmental, health and safety laws, regulations and ordinances, management believes that the Company's future cost of compliance with environmental, health and safety laws, regulations and ordinances, and its exposure to liability for environmental, health and safety claims will not have a material effect on its financial condition, results of operations or liquidity. However, future events, such as changes in existing laws and regulations or contamination of sites owned, operated or used for waste disposal by the Company (including currently unknown contamination and contamination caused by prior owners and operators of such sites or other waste generators) may give rise to additional costs which could have a material effect on the Company's financial condition, results of operations or liquidity.

The Company incurs capital expenditures necessary to meet legal requirements and otherwise relating to the protection of the environment at its facilities in the United States and internationally. For these purposes, the Company has planned capital expenditures for environmental projects during the period 2015 through 2017 of approximately $1 million to $2 million annually. The Company's anticipated capital expenditures for environmental projects are not expected to have a material effect on our financial condition, results of operations or liquidity.

Employees and Labor Relations

As of December 31, 2014, the Company had approximately 2,000 regular full-time employees of whom 830 hourly and 395 salaried employees were located in the United States and 490 hourly and 285 salaried employees were located in Germany.

Except for the Pittsfield, Massachusetts mills which are non-union, hourly employees at the Whiting, Neenah, Munising and Appleton paper mills are represented by the United Steelworkers Union (the "USW"). In February 2013, the Company reached agreement with the USW on new collective bargaining agreements for all of its U.S. paper mills. The new agreements between the Whiting, Neenah, Munising and Appleton paper mills and the USW expire on January 31, 2018, June 30, 2018, July 14, 2018 and May 31, 2019, respectively. On pension matters the Whiting, Neenah, Munising and Appleton paper mills have bargained jointly with the union. The current agreement on pension matters will remain in effect until September 2019.

Approximately 50 percent of salaried employees and 80 percent of hourly employees of Neenah Germany are eligible to be represented by the Mining, Chemicals and Energy Trade Union, Industriegewerkschaft Bergbau, Chemie and Energie (the "IG BCE"). In June 2013, the IG BCE and a national trade association representing all employers in the industry signed a collective bargaining agreement covering union employees of Neenah Germany that expires in June 2015. Under German law union membership is voluntary and does not need to be disclosed to the Company. As a result, the number of employees covered by the collective bargaining agreement with the IG BCE that expires in June 2015 cannot be determined.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 12. Discontinued Operations

In March 2010, the Company concluded its operating activities in Canada; however, the Company has certain continuing post-employment benefit obligations related to its former Canadian operations.

The following table presents the results of discontinued operations:

	Year Ended December 31,		
	2014	2013 (a)	2012 (b)
Discontinued operations:			
Income (loss) before income taxes	$ —	$ 4.2	$ (0.1)
Provision (benefit) for income taxes	—	1.6	(4.5)
Income (loss) from discontinued operations, net of income taxes	$ —	$ 2.6	$ 4.4

(a) During the first quarter of 2013, the Company received a refund of excess pension contributions from the terminated Terrace Bay pension plan. As a result, the Company recorded income before income taxes from discontinued operations of $4.2 million and a related provision for income taxes of $1.6 million.

(b) In November 2012, audits of the 2007 and 2008 tax years were finalized with a finding of no additional taxes due. As a result, the Company recognized a non-cash tax benefit of $4.5 million related to the reversal of certain liabilities for uncertain income tax positions.

Note 13. Business Segment and Geographic Information

The Company reports its operations in two primary segments: Technical Products and Fine Paper and Packaging (formerly known as Fine Paper). On January 1, 2015, we changed the name of our Fine Paper segment to Fine Paper and Packaging. The name change better reflects the increasing importance, and plans for continued growth, of our premium packaging products.

The technical products business is an international producer of transportation, water and other filter media and durable, saturated and coated substrates for industrial products backings and a variety of other end markets. The fine paper and packaging business is a leading supplier of premium printing, packaging and other high end specialty papers in North America. Each segment employs different technologies and marketing strategies. In addition, the Company reports in the Other segment results for the non-premium Index, Tag and Vellum Bristol product lines acquired as part of the purchase of the Wausau brands. Disclosure of segment information is on the same basis that management uses internally for evaluating segment performance and allocating resources. Transactions between segments are eliminated in consolidation. The costs of shared services, and other administrative functions managed on a common basis, are allocated to the segments based on usage, where possible, or other factors based on the nature of the activity. General corporate expenses that do not directly support the operations of the business segments are shown as Unallocated corporate costs. The accounting policies of the reportable operating segments are the same as those described in Note 2, "Summary of Significant Accounting Policies."

Business Segments

	Year Ended December 31,		
	2014	2013	2012
Net sales			
Technical Products	$ 466.6	$ 416.1	$ 406.6
Fine Paper and Packaging	409.0	401.8	372.7
Other	27.1	26.6	29.5
Consolidated	$ 902.7	$ 844.5	$ 808.8

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 13. Business Segment and Geographic Information (Continued)

	Year Ended December 31,		
	2014	2013	2012
Operating income (loss)			
Technical Products (a)	$ 46.9	$ 38.6	$ 37.6
Fine Paper and Packaging (b)	61.2	59.8	50.0
Other	(0.4)	1.2	2.4
Unallocated corporate costs (c)	(20.2)	(15.8)	(19.6)
Consolidated	$ 87.5	$ 83.8	$ 70.4

(a) Operating income for the year ended December 31, 2014 includes acquisition related integration costs of $1.0 million and $1.2 million of restructuring costs. Operating income for the year ended December 31, 2013 includes $0.2 million of restructuring costs.

(b) Operating income for the years ended December 31, 2013 and 2012 include acquisition related integration costs of $0.4 million and $5.8 million, respectively.

(c) Unallocated corporate costs for the year ended December 31, 2014 includes a pension plan settlement charge of $3.5 million, a loss on the early extinguishment of debt of $0.2 million and $0.7 million of restructuring costs. Unallocated corporate costs for the year ended December 31, 2013 includes a pension plan settlement charge of $0.2 million and a loss on the early extinguishment of debt of $0.5 million. Unallocated corporate costs for the year ended December 31, 2012 includes a pension plan settlement charge of $3.5 million and a loss on the early extinguishment of debt of $0.6 million.

	Year Ended December 31,		
	2014	2013	2012
Depreciation and amortization			
Technical Products	$ 18.5	$ 16.4	$ 15.7
Fine Paper and Packaging	8.6	9.3	9.4
Corporate	2.9	3.7	3.7
Consolidated	$ 30.0	$ 29.4	$ 28.8

	Year Ended December 31,		
	2014	2013	2012
Capital expenditures			
Technical Products	$ 16.8	$ 21.5	$ 14.7
Fine Paper and Packaging	10.0	5.0	10.2
Corporate	1.1	2.2	0.2
Consolidated	$ 27.9	$ 28.7	$ 25.1

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 13. Business Segment and Geographic Information (Continued)

	December 31,	
	2014	2013
Total Assets (a)		
Technical Products	$ 419.1	$ 365.9
Fine Paper and Packaging	223.6	206.9
Corporate and other (b)	87.9	103.1
Total	$ 730.6	$ 675.9

(a) Segment identifiable assets are those that are directly used in the segments operations.

(b) Corporate assets are primarily cash, deferred income taxes and deferred financing costs.

Geographic Information

	Year Ended December 31,		
	2014	2013	2012
Net sales			
United States	$ 612.0	$ 564.4	$ 543.4
Europe	290.7	280.1	265.4
Consolidated	$ 902.7	$ 844.5	$ 808.8

	December 31,	
	2014	2013
Total Assets		
United States	$ 456.1	$ 365.1
Canada	0.4	1.0
Europe	274.1	309.8
Consolidated	$ 730.6	$ 675.9

Net sales are attributed to geographic areas based on the physical location of the selling entities.

Concentrations

In July 2014, Unisource Worldwide, Inc ("Unisource") and xpedx, formerly owned by International Paper ("xpedx") merged to form Veritiv Corporation. For the years ended December 31, 2014, 2013 and 2012 sales to Unisource and xpedx represented approximately 10 percent of the Company's consolidated net sales. For the years ended December 31, 2014, 2013 and 2012 sales to Unisource and xpedx represented approximately 20 percent, 20 percent and 25 percent, respectively of net sales of the fine paper and packaging business. Except for certain specialty latex grades and specialty softwood pulp used by Technical Products, management is not aware of any significant concentration of business transacted with a particular supplier that could, if suddenly eliminated, have a material effect on its operations.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 14. Supplemental Data

Supplemental Statement of Operations Data

Summary of Advertising and Research and Development Expenses

	Year Ended December 31,		
	2014	2013	2012
Advertising expense	$ 7.2	$ 7.6	$ 8.4
Research and development expense	6.4	6.1	5.6

(a) Adverting expense and research and development expense are recorded in selling, general and administrative expenses on the consolidated statements of operations.

Supplemental Balance Sheet Data

Summary of Accounts Receivable — net

	December 31,	
	2014	2013
From customers	$ 88.8	$ 92.0
Less allowance for doubtful accounts and sales discounts	(1.8)	(1.5)
Total	$ 87.1	$ 90.5

Summary of Inventories

	December 31,	
	2014	2013
Inventories by Major Class:		
Raw materials	$ 28.5	$ 20.3
Work in progress	23.2	22.9
Finished goods	67.1	67.3
Supplies and other	6.5	4.5
	125.3	115.0
Excess of FIFO over LIFO cost	(14.0)	(13.9)
Total	$ 111.3	$ 101.1

The FIFO value of inventories valued on the LIFO method was $95.7 million and $86.6 million at December 31, 2014 and 2013, respectively.

Summary of Prepaid and Other Current Assets

	December 31,	
	2014	2013
Prepaid and other current assets	$ 8.6	$ 10.3
Spare parts	7.1	6.7
Total	$ 15.7	$ 17.0

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 14. Supplemental Data (Continued)

Summary of Property, Plant and Equipment — Net

	December 31,	
	2014	2013
Land and land improvements	$ 20.0	$ 21.7
Buildings	117.0	114.1
Machinery and equipment	500.9	496.3
Construction in progress	14.6	5.0
	652.5	637.1
Less accumulated depreciation	382.5	375.4
Net Property, Plant and Equipment	$ 270.0	$ 261.7

Depreciation expense for the years ended December 31, 2014, 2013 and 2012 was $26.7 million, $26.7 million and $26.2 million, respectively. Interest expense capitalized as part of the costs of capital projects was $0.1 million, $0.2 million and $0.1 million, respectively, for the years ended December 31, 2014, 2013 and 2012.

Summary of Accrued Expenses

	December 31,	
	2014	2013
Accrued salaries and employee benefits	$ 24.5	$ 23.1
Amounts due to customers	8.9	7.5
Liability for uncertain income tax positions	—	0.4
Accrued interest	1.2	1.2
Accrued income taxes	1.0	2.0
Other	10.2	11.6
Total	$ 45.8	$ 45.8

Summary of Noncurrent Employee Benefits

	December 31,	
	2014	2013
Pension benefits	$ 63.3	$ 57.1
Post-employment benefits other than pensions	39.8	40.6
Total (a)	$ 103.1	$ 97.7

(a) Includes $3.4 million and $4.0 million in long-term disability benefits due to Terrace Bay retirees and SRCP benefits as of December 31, 2014 and 2013, respectively.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 14. Supplemental Data (Continued)

Supplemental Cash Flow Data

Supplemental Disclosure of Cash Flow Information

	Year Ended December 31,		
	2014	2013	2012
Cash paid during the year for interest, net of interest expense capitalized	$ 10.3	$ 9.9	$ 13.1
Cash paid during the year for income taxes, net of refunds	6.3	5.4	6.7
Non-cash investing activities:			
Liability for equipment acquired	4.1	1.8	2.2

Net cash provided by (used in) changes in working capital

	Year Ended December 31,		
	2014	2013	2012
Accounts receivable	$ 4.7	$ (9.4)	$ (7.7)
Inventories	(5.6)	4.8	(26.8)
Income taxes (receivable) payable	(0.3)	(0.1)	(1.1)
Prepaid and other current assets	1.2	(2.7)	—
Accounts payable	6.8	1.3	5.0
Accrued expenses	2.2	(0.5)	9.7
Total	$ 9.0	$ (6.6)	$ (20.9)

Note 15. Unaudited Quarterly Data

	2014 Quarters				
	First	Second	Third	Fourth (b)(c)	Year (a)(b)(c)
Net Sales	$ 225.1	$ 230.4	$ 230.6	$ 216.6	$ 902.7
Gross Profit	43.4	47.2	42.8	43.8	177.2
Operating Income	23.0	25.9	22.1	16.5	87.5
Net Income	13.2	15.0	13.6	26.9	68.7
Earnings Per Common Share:					
Basic	$ 0.79	$ 0.89	$ 0.81	$ 1.59	$ 4.09
Diluted	$ 0.78	$ 0.88	$ 0.80	$ 1.57	$ 4.03

(a) Includes integration/restructuring costs of $2.9 million.

(b) Includes a loss on the early extinguishment of debt of $0.2 million.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

Note 15. Unaudited Quarterly Data (Continued)

(c) Includes a pension plan settlement charge of $3.5 million.

	2013 Quarters				
	First	Second	Third	Fourth	Year (a)(b)(c)
Net Sales	$ 213.2	$ 212.3	$ 214.1	$ 204.9	$ 844.5
Gross Profit	43.5	42.8	37.1	42.2	165.6
Operating Income	22.2	22.6	16.4	22.6	83.8
Income From Continuing Operations	12.1	12.8	11.4	13.1	49.4
Earnings Per Common Share From Continuing Operations:					
Basic	$ 0.74	$ 0.79	$ 0.69	$ 0.80	$ 3.02
Diluted	$ 0.73	$ 0.77	$ 0.68	$ 0.78	$ 2.96

(a) Includes integration/restructuring costs of $0.6 million.

(b) Includes a loss on the early extinguishment of debt of $0.5 million.

(c) Includes a pension plan settlement charge of $0.2 million.

NEENAH PAPER INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in millions, except as noted)

SCHEDULE II

NEENAH PAPER, INC. AND SUBSIDIARIES
SCHEDULE OF VALUATION AND QUALIFYING ACCOUNTS
(Dollars in millions)

Description	Balance at Beginning of Period	Charged to Costs and Expenses	Charged to Other Account	Write-offs and Reclassifications	Balance at End of Period
December 31, 2014					
Allowances deducted from assets to which they apply					
Allowance for doubtful accounts	$ 0.9	$ 0.5	$ —	$ (0.1)	$ 1.3
Allowance for sales discounts	0.6	(0.1)	—	—	0.5
December 31, 2013					
Allowances deducted from assets to which they apply					
Allowance for doubtful accounts	$ 1.4	$ 0.4	$ —	$ (0.9)	$ 0.9
Allowance for sales discounts	0.5	0.1	—	—	0.6
Valuation allowance — deferred income taxes	0.4	—	—	(0.4)	—
December 31, 2012					
Allowances deducted from assets to which they apply					
Allowance for doubtful accounts	$ 1.4	$ 0.2	$ —	$ (0.2)	$ 1.4
Allowance for sales discounts	0.5	—	—	—	0.5
Valuation allowance — deferred income taxes	1.7	(1.3)	—	—	0.4

Exhibit 10.31

[EXPLANATORY NOTE: "*" indicates the portion of this exhibit that has been omitted and separately filed with the Securities and Exchange Commission pursuant to a request for confidential treatment.]**

THIRD AMENDED AND RESTATED CREDIT AGREEMENT

dated
as of December 18, 2014
by and among

NEENAH PAPER, INC. AND
CERTAIN SUBSIDIARIES OF NEENAH PAPER, INC. ,
as Domestic Borrowers,

NEENAH SERVICES GmbH & CO. KG
AND CERTAIN OF ITS SUBSIDIARIES,
as German Borrowers,

CERTAIN OTHER SUBSIDIARIES OF NEENAH PAPER, INC. ,
as Guarantors,

EACH OF THE FINANCIAL INSTITUTIONS WHICH IS
A SIGNATORY HERETO OR
WHICH MAY FROM TIME TO TIME
BECOME A PARTY HERETO, as Lenders ,

JPMORGAN CHASE BANK, N.A. ,
as Administrative Agent

and

BANK OF AMERICA, N.A.,
as Syndication Agent

J.P. MORGAN SECURITIES LLC,
as Sole Lead Arranger and Sole Bookrunner

TABLE OF CONTENTS

		Page No.
Article I	Definitions	2
Section 1.01	Defined Terms	2
Section 1.02	Classification of Loans and Borrowings	64
Section 1.03	Terms Generally	65
Section 1.04	Accounting Terms; GAAP	65
Section 1.05	Status of Obligations	66
Section 1.06	Determination of U.S. Dollar Amounts	66
Article II	The Credits	67
Section 2.01	Commitments	67
Section 2.02	Loans and Borrowings	67
Section 2.03	Requests for Revolving Borrowings	68
Section 2.04	Protective Advances	69
Section 2.05	Swingline Loans	70
Section 2.06	Letters of Credit	72
Section 2.07	Funding of Borrowings	78
Section 2.08	Interest Elections	79
Section 2.09	Termination and Reduction of Commitments; Increase in Commitments	80
Section 2.10	Repayment of Loans; Evidence of Debt	82
Section 2.11	Prepayment of Loans	84
Section 2.12	Fees	84
Section 2.13	Interest	85
Section 2.14	Alternate Rate of Interest	86
Section 2.15	Increased Costs	87
Section 2.16	Break Funding Payments	89
Section 2.17	Withholding of Taxes; Gross-Up	90
Section 2.18	Payments Generally; Allocation of Proceeds; Sharing of Set-offs	95
Section 2.19	Mitigation Obligations; Replacement of Lenders	98
Section 2.20	Defaulting Lenders	99
Section 2.21	Returned Payments	101
Section 2.22	Banking Services and Swap Agreements	101
Section 2.23	Judgment Currency	101
Section 2.24	Designation of Additional German Borrowers	102
Section 2.25	Special Cash Collateral Account	103
Section 2.26	German Separate Borrowing Base Trigger Period	103
Article III	Representations and Warranties	104
Section 3.01	Organization; Powers	104
Section 3.02	Authorization; Enforceability	104
Section 3.03	Governmental Approvals; No Conflicts	104
Section 3.04	Financial Condition; No Material Adverse Change	104

Section 3.05	Properties	105
Section 3.06	Litigation and Environmental Matters	105
Section 3.07	Compliance with Laws and Agreements; No Default	106
Section 3.08	Investment Company Status	106
Section 3.09	Taxes	106
Section 3.10	ERISA; Pension Plans	107
Section 3.11	Disclosure	107
Section 3.12	Solvency. Immediately after the consummation of the Transactions to occur on the Effective Date:	107
Section 3.13	Insurance	108
Section 3.14	Capitalization and Subsidiaries	108
Section 3.15	Security Interest in Collateral	109
Section 3.16	Employment Matters	109
Section 3.17	Federal Reserve Regulations	109
Section 3.18	Use of Proceeds	109
Section 3.19	Common Enterprise	109
Section 3.20	No Change in Credit Criteria or Collection Policies	110
Section 3.21	Status of Receivables and Other Collateral	110
Section 3.22	Transactions with Related Parties	110
Section 3.23	Deposit Accounts	110
Section 3.24	Qualified ECP Guarantor	110
Section 3.25	Anti-Corruption Laws and Sanctions	111
Section 3.26	Centre of Main Interest	111
Article IV	Conditions	111
Section 4.01	Effective Date	111
Section 4.02	Each Credit Event	118
Section 4.03	Designation of a German Borrower	119
Article V	Affirmative Covenants	121
Section 5.01	Businesses and Properties	121
Section 5.02	Taxes	121
Section 5.03	Financial Statements and Information	122
Section 5.04	Inspections; Field Examinations; Inventory Appraisals and Physical Counts	125
Section 5.05	Further Assurances	126
Section 5.06	Books and Records	127
Section 5.07	Insurance	127
Section 5.08	ERISA; Foreign Pension Plans	128
Section 5.09	Use of Proceeds	129
Section 5.10	Additional Borrowers; Guarantors; Joinder Agreements	130
Section 5.11	Notice of Events	131
Section 5.12	Environmental Matters	132
Section 5.13	End of Fiscal Year	133
Section 5.14	Pay Obligations and Perform Other Covenants	133
Section 5.15	Collection of Receivables; Application of Receivables Proceeds	133
Section 5.16	Receivables and Other Collateral Matters	135

Section 5.17	Material Agreements	136
Section 5.18	Hedging Strategy	136
Section 5.19	Financial Assistance and Capital Impairment	136
Section 5.20	German Collateral	136
Section 5.21	Post Closing Deliveries	136
Article VI	Negative Covenants	137
Section 6.01	Indebtedness	137
Section 6.02	Liens	139
Section 6.03	Contingent Liabilities	142
Section 6.04	Mergers, Consolidations and Dispositions and Acquisitions of Assets	143
Section 6.05	Nature of Business	147
Section 6.06	Transactions with Related Parties	147
Section 6.07	Investments, Loans	147
Section 6.08	ERISA Compliance; Foreign Pension Plan Compliance	148
Section 6.09	Trade Credit Extensions	149
Section 6.10	Change in Accounting Method	149
Section 6.11	Redemption, Dividends, Equity Interests Issuance, Distributions and Payments	149
Section 6.12	Fixed Charge Coverage Ratio	150
Section 6.13	Sale of Receivables	151
Section 6.14	Sale and Lease-Back Transactions	151
Section 6.15	Change of Name or Place of Business	151
Section 6.16	Restrictive Agreements	151
Section 6.17	Tax Classification	151
Section 6.18	Deposit Accounts	151
Section 6.19	Organizational Documents; Tax Sharing Agreements	152
Article VII	Events of Default	152
Section 7.01	Events of Default Without Automatic Acceleration	152
Section 7.02	Events of Default With Automatic Acceleration	155
Article VIII	The Administrative Agent	156
Section 8.01	Appointment	156
Section 8.02	Rights as a Lender	156
Section 8.03	Duties and Obligations	156
Section 8.04	Reliance	157
Section 8.05	Actions through Sub-Agents	157
Section 8.06	Resignation	157
Section 8.07	Non-Reliance	158
Section 8.08	Other Agency Titles	159
Section 8.09	Not Partners or Co-Venturers; Administrative Agent as Representative of the Secured Parties	159
Section 8.10	Flood Laws	163
Article IX	Miscellaneous	163
Section 9.01	Notices	163

Section 9.02	Waivers; Amendments	166
Section 9.03	Expenses; Indemnity; Damage Waiver	170
Section 9.04	Successors and Assigns	172
Section 9.05	Survival	176
Section 9.06	Counterparts; Integration; Effectiveness; Electronic Execution	176
Section 9.07	Severability	177
Section 9.08	Right of Setoff	177
Section 9.09	Governing Law; Jurisdiction; Consent to Service of Process	178
Section 9.10	WAIVER OF JURY TRIAL	179
Section 9.11	Headings	179
Section 9.12	Confidentiality	179
Section 9.13	Several Obligations; Nonreliance; Violation of Law	180
Section 9.14	USA PATRIOT Act	180
Section 9.15	Disclosure	180
Section 9.16	Appointment for Perfection	181
Section 9.17	Interest Rate Limitation	181
Section 9.18	No Advisory or Fiduciary Responsibility	181
Section 9.19	Limitation on Subsidiaries	182
Article X	Loan Guaranty of Domestic Loan Parties	182
Section 10.01	Guaranty	182
Section 10.02	Guaranty of Payment	182
Section 10.03	No Discharge or Diminishment of Loan Guaranty	183
Section 10.04	Defenses Waived	183
Section 10.05	Rights of Subrogation	184
Section 10.06	Reinstatement; Stay of Acceleration	184
Section 10.07	Information	184
Section 10.08	Termination	184
Section 10.09	Taxes	185
Section 10.10	Maximum Liability	185
Section 10.11	Contribution	185
Section 10.12	Liability Cumulative	186
Section 10.13	Keepwell	186
Article XI	Loan Guaranty of German Loan Parties	187
Section 11.01	Guaranty	187
Section 11.02	Guaranty of Payment	187
Section 11.03	No Discharge or Diminishment of Loan Guaranty	187
Section 11.04	Defenses Waived	188
Section 11.05	Rights of Subrogation	189
Section 11.06	Reinstatement; Stay of Acceleration	189
Section 11.07	Information	189
Section 11.08	Termination	189
Section 11.09	Taxes	189
Section 11.10	Maximum Liability	190
Section 11.11	Contribution	190
Section 11.12	Liability Cumulative	191

Section 11.13	[Reserved]	191
Section 11.14	German Guaranty Limitations	191
Article XII	The Borrower Representatives	194
Section 12.01	Appointment; Nature of Relationship	194
Section 12.02	Powers	194
Section 12.03	Employment of Agents	195
Section 12.04	Notices	195
Section 12.05	Successor Borrower Representative	195
Section 12.06	Execution of Loan Documents; Borrowing Base Certificate	195
Article XIII	Subordination of Intercompany Indebtedness	195
Section 13.01	Subordination of Intercompany Indebtedness	195

EXHIBITS

Exhibit A	—	Form of Assignment and Assumption
Exhibit B	—	Form of Borrowing Base Certificate
Exhibit C	—	Form of Compliance Certificate
Exhibit D	—	Joinder Agreement
Exhibit E-1	—	U.S. Tax Certificate (For Foreign Lenders that are not Partnerships for U.S. Federal Income Tax Purposes)
Exhibit E-2	—	U.S. Tax Certificate (For Foreign Participants that are not Partnerships for U.S. Federal Income Tax Purposes)
Exhibit E-3	—	U.S. Tax Certificate (For Foreign Participants that are Partnerships for U.S. Federal Income Tax Purposes)
Exhibit E-4	—	U.S. Tax Certificate (For Foreign Lenders that are Partnerships for U.S. Federal Income Tax Purposes)
Exhibit F	—	Form of Borrowing Subsidiary Agreement
Exhibit G	—	Form of Perfection Certificate
Exhibit H	—	Form of Receivables Report
Exhibit I	—	Form of Inventory Designation Report
Exhibit J-1	—	Form of Borrowing Request for Domestic Borrowers
Exhibit J-2	—	Form of Borrowing Request for German Borrowers

SCHEDULES

Commitment Schedule

Schedule 2.06	—	Existing Letters of Credit
Schedule 3.06	—	Disclosed Matters
Schedule 3.09	—	Taxes
Schedule 3.13	—	Insurance
Schedule 3.14	—	Capitalization and Subsidiaries
Schedule 4.01	—	Listing of Effective Date Mortgaged Properties
Schedule 4.01(a)	—	Listing of Effective Date Material Leasehold Properties
Schedule 6.01	—	Existing Indebtedness
Schedule 6.02	—	Existing Liens
Schedule 6.06	—	Permitted Affiliate Transactions
Schedule 6.13	—	Permitted Sales of Receivables

THIRD AMENDED AND RESTATED CREDIT AGREEMENT

THIS THIRD AMENDED AND RESTATED CREDIT AGREEMENT dated as of December 18, 2014 (as it may be amended, restated, supplemented or modified from time to time, this " **Agreement** ") among NEENAH PAPER, INC., a Delaware corporation, the other DOMESTIC BORROWERS (as defined below) party hereto, the GERMAN BORROWERS (as defined below) party hereto, the other Loan Parties (as defined below) party hereto, the Lenders (as defined below) party hereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent, J.P. Morgan Europe Limited, as German Collateral Agent, and BANK OF AMERICA, N.A., as Syndication Agent.

W I T N E S S E T H:

WHEREAS, the Company, certain of the other Domestic Borrowers, Neenah Paper Company of Canada (" **Neenah Canada** "), the Administrative Agent, and JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian collateral agent (in such capacity, together with its successors in such capacity, the " **Canadian Collateral Agent** "), and each of the financial institutions a party thereto as lenders, were parties to that certain Credit Agreement dated as of November 30, 2004 (the " **Original Closing Date** "), pursuant to which the lenders party thereto provided certain loans and extensions of credit to the Company, certain of the other Domestic Borrowers and Neenah Canada (such Credit Agreement, as amended prior to November 5, 2009, the " **Original Credit Agreement** "); and

WHEREAS, the Original Credit Agreement was amended and restated by the Amended and Restated Credit Agreement dated as of November 5, 2009 by and among the Company, certain of the other Domestic Borrowers, Neenah Canada, as guarantor, the Administrative Agent, the Canadian Collateral Agent and each of the financial institutions a party thereto as lenders, pursuant to which the lenders party thereto provided certain loans and extensions of credit to the Company, certain of the other Domestic Borrowers, and Neenah Canada, as guarantor (such Amended and Restated Credit Agreement, as amended prior to October 11, 2012, the " **Amended Credit Agreement** "); and

WHEREAS, the Amended Credit Agreement was amended and restated by the Second Amended and Restated Credit Agreement dated as of October 11, 2012, by and among the Company, certain of the other Domestic Borrowers, the Administrative Agent and each of the financial institutions a party thereto as lenders (the " **Existing Lenders** "), pursuant to which the Existing Lenders provided certain loans and extensions of credit to the Company and the other Domestic Borrowers (such Second Amended and Restated Credit Agreement, as heretofore amended, the " **Existing Credit Agreement** " and all indebtedness arising pursuant to the Existing Credit Agreement, the " **Existing Indebtedness** "); and

WHEREAS, subject to the conditions precedent set forth herein, the parties hereto desire to amend and restate the Existing Credit Agreement in its entirety in the form of this Agreement, and (a) the Domestic Borrowers desire to modify and extend the Existing Indebtedness and obtain Loans and Letters of Credit for the purposes permitted herein and (b) the German Borrowers desire to become parties hereto and to obtain Loans and Letters of Credit for the purposes permitted herein; and

WHEREAS, after giving effect to the amendment and restatement of the Existing Credit Agreement pursuant to the terms hereof, the Commitment (as defined below) of each Lender hereunder will be as set forth on the Commitment Schedule (as defined below) hereto;

NOW, THEREFORE, in consideration of the premises, the representations, warranties, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the satisfaction of each condition precedent contained in Section 4.01 hereof, the Existing Credit Agreement shall be amended and restated as of the Effective Date in the form of this Agreement. It is the intention of the Borrowers, the Guarantors, the Administrative Agent, and Lenders, and such parties hereby agree, that this Agreement supersedes and replaces the Existing Credit Agreement in its entirety, and that (i) such amendment and restatement shall operate to renew, amend and modify certain of the rights and obligations of the parties under the Existing Credit Agreement as provided herein, but shall not act as a novation thereof, and (ii) the Liens securing the "Obligations" under and as defined in the Existing Credit Agreement shall not be extinguished, but shall be carried forward and shall secure such obligations and indebtedness as renewed, amended, restated and modified hereby.

The parties hereto further agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 Defined Terms . As used in this Agreement, the following terms have the meanings specified below:

" **ABR** ", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bear interest at a rate determined by reference to the Alternate Base Rate.

" **Account Debtor** " means any Person obligated on a Receivable.

" **Acquisition** " means any transaction, or any series of related transactions, consummated on or after the Effective Date, by which any Loan Party (a) acquires any going business or all or substantially all of the assets of any Person, whether through purchase of assets, merger, amalgamation or otherwise or (b) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the Equity Interests of a Person which has ordinary voting power for the election of directors or other similar management personnel of a Person (other than Equity Interests having such power only by reason of the happening of a contingency) or a majority of the outstanding Equity Interests of a Person.

" **Additional Mortgaged Property** " shall have the meaning specified for such term in Section 5.05(b) .

" **Additional Senior Indenture** " means any trust indenture between the Company and a financial institution serving as trustee thereunder, having covenants (but not necessarily

economic terms) substantially consistent with those in the Senior Note Indenture (and if relating to senior subordinated Additional Senior Notes, having subordination provisions customary for similar financings and satisfactory to the Administrative Agent and its counsel).

" **Additional Senior Note Documents** " means any and all agreements, instruments and other documents pursuant to which the Additional Senior Notes have been or will be issued or otherwise setting forth the terms of the Additional Senior Notes, the Additional Senior Indenture and the obligations with respect thereto, including any guaranty agreements, bank product agreements or hedging agreements related thereto, all ancillary agreements as to which any agent, trustee or lender is a party or a beneficiary and all other agreements, instruments, documents and certificates executed in connection with any of the foregoing, in each case as such agreement, instrument or other document may be amended, restated, supplemented, refunded, replaced or otherwise modified from time to time in accordance with the terms thereof.

" **Additional Senior Notes** " means any senior unsecured or senior subordinated unsecured Indebtedness (other than the Senior Notes) issued by the Company as permitted pursuant to Section 6.01(m) pursuant to an Additional Senior Indenture.

" **Adjusted LIBO Rate** " means, with respect to any Eurocurrency Borrowing for any Interest Period or for any ABR Borrowing, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

" **Administrative Agent** " means JPMorgan Chase Bank, N.A., in its capacity as administrative agent, security trustee and collateral agent for the Secured Parties hereunder or, as applicable, such branches or affiliates of JPMorgan Chase Bank, N.A. as it shall from time to time designate for the purpose of performing its obligations hereunder in such capacity. References to the "Administrative Agent" shall include J.P. Morgan Europe Limited (including but not limited to matters pertaining to the German Loan Parties) and any such other branch or affiliate of JPMorgan Chase Bank, N.A. designated by JPMorgan Chase Bank, N.A. for the purpose of performing such obligations in such capacity.

" **Administrative Questionnaire** " means an Administrative Questionnaire in a form supplied by the Administrative Agent.

" **Affiliate** " means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. Without limiting the generality of the foregoing, control of the right to vote of ten percent (10%) or more of all voting securities of a Person or beneficial ownership of ten percent (10%) of the outstanding equity interests in such Person shall be deemed to be control for purposes of compliance with the provisions of Section 6.06 hereof.

" **Agency Site** " means the Electronic System established by the Administrative Agent to administer this Agreement.

" **Aggregate Availability** " means, at any time, an amount equal to (a) the lesser of (i) the Aggregate Commitment and (ii) the Aggregate Borrowing Base minus (b) the Aggregate Revolving Exposure.

" **Aggregate Borrowing Base** " means, at any time, the sum of the Domestic Borrowing Base at such time plus the applicable German Borrowing Base at such time.

" **Aggregate Commitment** " means, at any time, the aggregate of the Commitments of all of the Lenders, as increased and/or reduced from time to time pursuant to the terms and conditions hereof. As of the Effective Date, the Aggregate Commitment is $200,000,000.

" **Aggregate Credit Exposure** " means, at any time, the aggregate Credit Exposure of all the Lenders.

" **Aggregate Revolving Exposure** " means, at any time, the aggregate Revolving Exposure of all the Lenders.

" **Agreed Currencies** " means, collectively, U.S. Dollars, Euro and Sterling.

" **AIM Filtertech** " means AIM Filtertech Private Limited (India), an Indian private company with limited liability in which German Borrower B owns a minority equity interest as of the Effective Date.

" **Allocated Domestic Borrowing Base Amount** " means, any portion of the Domestic Availability (which shall be calculated without reference to the Domestic Tranche Commitments in effect at such time) designated by the Borrowers to be allocated to one or more of the individual Borrowing Bases of the respective German Borrowers in accordance with Section 5.03(i) .

" **ALTA** " means the American Land Title Association.

" **ALTA Survey** " means, with respect to real Property located in the United States (or any other jurisdiction in which a German Loan Party is organized), an ALTA survey (or its equivalent in non-ALTA jurisdictions) as of a date acceptable to the Administrative Agent and the title company issuing the applicable Mortgage Policy, certified to the Administrative Agent and the issuer of the Mortgage Policy in a manner reasonably satisfactory to the Administrative Agent by a land surveyor duly registered and licensed in the state in which such real Property is located and acceptable to the Administrative Agent, showing no encumbrances other than the Liens permitted under Section 6.02(a) , Section 6.02(e) (other than contested Liens), Section 6.02(f) , Section 6.02(j) , Section 6.02(n) , Section 6.02(o) and Section 6.02(p) and containing any Table A items (or their equivalent in non-ALTA jurisdictions) requested by the Administrative Agent and sufficient in all respects to remove the standard survey exceptions from the applicable Mortgage Policy.

" **Alternate Base Rate** " means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1% and (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00%, provided that the Adjusted LIBO Rate for any day shall be based on the LIBO Rate at approximately 11:00 a.m. London time on such day, subject to the interest rate floor set forth therein. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such

change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 hereof, then the Alternate Base Rate shall be the greater of clause (a) and (b) above and shall be determined without reference to clause (c) above.

" **Alternate Rate** " means, for any day and for any Agreed Currency, the sum of (i) a rate per annum selected by the Administrative Agent, in its reasonable discretion based on market conditions, reflecting the cost to the Lenders of obtaining funds, plus (ii) the Applicable Rate for Eurocurrency Revolving Loans. When used in reference to any Loan or Borrowing, "Alternate Rate" refers to whether such Loan, or the Loans comprising such Borrowing are bearing interest at a rate determined by reference to the Alternate Rate.

" **Amended Credit Agreement** " shall have the meaning specified in the recitals of this Agreement.

" **Annual Audited Financial Statements** " means the annual financial statements of the Company and its Subsidiaries, including all notes thereto, which statements shall include, on a Consolidated basis, a balance sheet as of the end of such fiscal year and a statement of operations, a retained earnings statement and a statement of cash flows for such fiscal year, all setting forth in comparative form the corresponding figures from the previous fiscal year and accompanied by a report and opinion of independent certified public accountants with Deloitte & Touche LLP or an accounting firm of national standing reasonably acceptable to the Administrative Agent, which report shall not contain any qualification (and be without comment as to the accountants' opinion whether such Person is a "going concern" or can continue to be a "going concern"), except that such report may contain qualification with respect to new accounting principles mandated by the Financial Accounting Standards Board (or its successor organization), and shall state that such financial statements, in the opinion of such accountants, present fairly, in all material respects, the financial position of such Person as of the date thereof and the results of its operations and cash flows for the period covered thereby in conformity with GAAP. Such statements shall be accompanied by a certificate of such accountants that in making the appropriate audit and/or investigation in connection with such report and opinion, such accountants did not become aware of any Default or Event of Default with respect to a breach of Section 6.12 , or if in the opinion of such accountant any such Default or Event of Default exists with respect to a breach of Section 6.12 , a description of the nature and status thereof.

" **Anti-Corruption Laws** " means all laws, rules, and regulations of any jurisdiction applicable to the Company and its Subsidiaries from time to time concerning or relating to money laundering, bribery or corruption.

" **Applicable Percentage** " means (i) with respect to any Domestic Tranche Lender in respect of a Domestic Tranche Credit Event, its Domestic Tranche Percentage and (ii) with respect to any German Tranche Lender in respect of a German Tranche Credit Event, its German Tranche Percentage.

" **Applicable Rate** " means, for any day, with respect to any Loan, the applicable rate per annum set forth below under the caption " ABR Spread " or " Eurocurrency and Overnight LIBO

Spread ", as the case may be, based upon the average Aggregate Availability as of the most recent determination date:

	Aggregate Availability	ABR Spread	Eurocurrency and Overnight LIBO Spread
Category 1	Less than $50,000,000	0.50%	2.00%
Category 2	Greater than or equal to $50,000,000 but less than $100,000,000	0.25%	1.75%
Category 3	Greater than or equal to $100,000,000	0.00%	1.50%

As of the end of each fiscal quarter of the Loan Parties, commencing with the quarter ending June 30, 2015, the Applicable Rate for Revolving Loans shall be adjusted upward or downward, as applicable, to the respective percentages shown in the schedule above based on Aggregate Availability, tested on an average daily basis for the most recently completed fiscal quarter of the Loan Parties. For purposes hereof, any such adjustment in the respective amounts of the Applicable Rate, whether upward or downward, shall be effective ten (10) Business Days after the Borrowing Base Certificate with respect to the final month of such fiscal quarter has been delivered to and received by the Administrative Agent in accordance with the terms of Section 5.03(i) hereof; provided , however , if any such Borrowing Base Certificate is not delivered in a timely manner as required under the terms of Section 5.03(i) hereof, the Applicable Rate for Revolving Loans from the date such Borrowing Base Certificate was due until ten (10) Business Days after the Administrative Agent and the applicable Lenders receive the same will be the applicable rate per annum set forth above in Category 1; provided further , that the Applicable Rate from and after the Effective Date and continuing until the first upward or downward adjustment of the Applicable Rate for Revolving Loans, as hereinabove provided, shall be at the applicable rate per annum set forth above in Category 2.

" **Approved Fund** " has the meaning assigned to such term in Section 9.04 .

" **Assignment and Assumption** " means an assignment and assumption agreement entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent and, if the applicable Borrower Representative's consent is required for the related assignment, the applicable Borrower Representative (such approval not to be unreasonably withheld or delayed).

" **Auditor's Determination** " has the meaning assigned to such term in Section 11.14(c) .

" **Availability Period** " means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments.

" **Banking Services** " means each and any of the following bank services provided to any Loan Party (or any Subsidiaries of such Loan Parties if the applicable Borrower Representative has provided written notice to the Administrative Agent of the services in favor of such Subsidiaries to be secured) by any Lender or any of its Affiliates: (a) any deposit, lockbox or

other cash management arrangement, (b) credit cards for commercial customers (including, without limitation, "commercial credit cards", E-Payables and purchasing cards), (c) stored value cards, (d) merchant processing services and (e) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, direct debit arrangement, overdrafts and interstate depository network services).

" **Banking Services Obligations** " (a) of the Domestic Loan Parties means any and all obligations of the Loan Parties (or any Subsidiaries of the Loan Parties if the applicable Borrower Representative has provided written notice to the Administrative Agent of the Banking Services in favor of such Subsidiaries to be secured), separately calculated and reported for the Domestic Loan Parties and (b) of the German Loan Parties means any and all obligations of the German Loan Parties (or any Subsidiaries of the German Loan Parties, if the applicable Borrower Representative has provided written notice to the Administrative Agent of the Banking Services in favor of such Subsidiaries to be secured), separately calculated and reported for the German Loan Parties, and in each case whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services.

" **Banking Services Obligations Amount** " means, with respect to any Banking Services at any time, the applicable Loan Party's or Subsidiary's net payment obligation with respect to such Banking Services as of the end of the preceding calendar month (or other period as provided herein), as determined utilizing the methodology agreed to with respect to such Banking Services between the applicable Secured Party and Loan Party and reported to the Administrative Agent pursuant to the terms hereof. In the event that no Banking Services Obligations Amount is reported as provided herein for any Banking Services for any period, the Administrative Agent may use the most recently reported Banking Services Obligations Amount for such Banking Services, as adjusted in the Administrative Agent's reasonable credit judgment. For the avoidance of doubt, in no event shall the Banking Services Obligation Amount of any German Loan Party include any amount representing an obligation of any Domestic Loan Party with respect to Banking Services.

" **Banking Services Reserves** " means all Reserves which the Administrative Agent from time to time establishes in its reasonable credit judgment for Banking Services then provided or outstanding.

" **Bankruptcy Event** " means, with respect to any Person, when such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, interim receiver, monitor, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business, appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, unless such ownership interest results in or provides such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permits such Person (or such

Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

" **Beneficial Owner** " means, with respect to any U.S. Federal withholding Tax, the beneficial owner, for U.S. Federal income tax purposes, to whom such Tax relates.

" **Board** " means the Board of Governors of the Federal Reserve System of the U.S.

" **Borrowers** " means, collectively, the Domestic Borrowers and the German Borrowers.

" **Borrower Representative** " means the Domestic Borrower Representative or the German Borrower Representative, as applicable.

" **Borrowing** " means (a) Revolving Loans of the same Type, made, converted or continued on the same date and, in the case of Eurocurrency Loans, as to which a single Interest Period is in effect, (b) a Swingline Loan and (c) a Protective Advance.

" **Borrowing Subsidiary Agreement** " means a Borrowing Subsidiary Agreement substantially in the form of Exhibit F and/or such other agreement reasonably acceptable to the Administrative Agent and the German Borrower Representative.

" **Borrowing Bases** " means, collectively, the Domestic Borrowing Base and the applicable German Borrowing Base of each German Borrower.

" **Borrowing Base Certificate** " means a certificate, setting forth the calculation of each Borrowing Base, signed and certified as accurate and complete by a Financial Officer of the Company, in substantially the form of Exhibit B or another form which is acceptable to the Administrative Agent in its reasonable credit judgment.

" **Borrowing Request** " means a request by the applicable Borrower Representative for a Revolving Borrowing in accordance with Section 2.03 substantially in the form of Exhibit J-1 or Exhibit J-2 , as applicable, attached hereto.

" **Business Day** " means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City, Frankfurt am Main, Germany or Munich, Germany are authorized or required by law to remain closed; provided that when used in connection with a Eurocurrency Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in the relevant Agreed Currency in the London interbank market or the principal financial center of such Agreed Currency (and, if the Borrowings or LC Disbursements which are the subject of a borrowing, drawing, payment, reimbursement or rate selection are denominated in Euro, the term "Business Day" shall also exclude any day on which the TARGET2 payment system is not open for the settlement of payments in Euro).

" **Capital Expenditures** " means, with respect to any Person for any period, all capital expenditures of such Person, on a Consolidated basis, for such period (including without limitation, the aggregate amount of Capital Lease Obligations incurred during such period which are required to be capitalized and reported as a liability on the Consolidated balance sheet of such Person), determined in accordance with GAAP, consistently applied.

" **Capital Impairment** " has the meaning assigned to such term in Section 11.14(a) .

" **Capital Lease Obligations** " of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal Property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

" **Cash Dividends** " means, with respect to any Person for any period, all cash dividend or cash distribution payments actually made on any Equity Interests of such Person for such period.

" **Cash Dominion Period** " means any period of time, at the election of the Administrative Agent or at the direction of the Required Lenders, (i) when a Default or an Event of Default has occurred and is continuing, or (ii) commencing with the date on which Aggregate Availability is less than the greater of 12.5% of the Aggregate Commitment and $25,000,000, and continuing until such subsequent date on which the Aggregate Availability has exceeded the greater of 17.5% of the Aggregate Commitment and $35,000,000 for sixty (60) consecutive days and no Default or Event of Default has occurred and is continuing.

" **CFC** " means a "controlled foreign corporation" under Section 957 of the Code.

" **CFC Holding Company** " means a Domestic Subsidiary (a) with no material assets or business activities other than the ownership of Equity Interests in one or more CFCs or other CFC Holding Company, and Indebtedness of the Company or one or more CFCs, or any of the foregoing and (b) does not incur, and is not otherwise liable for, any Indebtedness other than Indebtedness constituting intercompany Indebtedness permitted under this Agreement.

" **Change in Control** " means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the SEC thereunder as in effect on the date hereof), of Equity Interests representing more than 30% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Company; (b) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Company by Persons who were neither (i) nominated by the board of directors of the Company nor (ii) appointed by directors so nominated; (c) the Company shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934), directly or indirectly, of 100% of the aggregate voting power of the Equity Interests of each other Loan Party, free and clear of all Liens (other than any Liens granted under the Loan Documents and Liens permitted under Section 6.02), except to the extent resulting from a transaction specifically permitted under Section 6.04 ; (d) (i) any Loan Party consolidates or amalgamates with or merges into another entity or conveys, transfers or leases all or substantially all of its Property and assets to another Person except in a transaction specifically permitted under Section 6.04 , or (ii) any entity consolidates or amalgamates with or merges into any Loan Party in a transaction pursuant to which the outstanding voting Equity Interests of such Loan Party is reclassified or changed into or exchanged for cash, securities or other Property, other than any such transaction described in this clause (ii) in which either (A) in the case of any such transaction involving the Company, no

Person or group (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934) has, directly or indirectly, acquired beneficial ownership of more than 30% of the aggregate outstanding ordinary voting Equity Interests of the Company, or (B) in the case of any such transaction involving a Loan Party other than the Company, the Company has beneficial ownership, directly or indirectly, of 100% of the aggregate voting power of all Equity Interests of the resulting, surviving or transferee entity; or (e) any "change of control" (or any similar term) as set forth in the Senior Note Indenture or any Additional Senior Note Indenture (triggering a default or mandatory prepayment, which default or mandatory prepayment has not been waived in writing).

" **Change in Law** " means the occurrence after the date of this Agreement or, with respect to any Lender, such later date on which such Lender becomes a party to this Agreement) of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) compliance by any Lender or the Issuing Bank (or, for purposes of Section 2.15(b) , by any lending office of such Lender or by such Lender's or the Issuing Bank's holding company, if any) with any request, guideline, requirement or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement (or, with respect to any Lender, such later date on which such Lender becomes a party to this Agreement); provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, or any European equivalent regulation (such as the European Market and Infrastructure Regulation) and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted, issued or implemented.

" **Charges** " has the meaning assigned to such term in Section 9.17 .

" **Chase** " means JPMorgan Chase Bank, N.A., a national banking association, in its individual capacity, and its successors.

" **Class** ", when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Domestic Tranche Revolving Loans, German Tranche Revolving Loans, Swingline Loans or Protective Advances and (b) any Commitment, refers to whether such Commitment is a Domestic Tranche Commitment or a German Tranche Commitment.

" **Code** " means the Internal Revenue Code of 1986, as amended.

" **Collateral** " means any and all Property of a Loan Party subject to a Lien created by the Collateral Documents and any and all other Property of any Loan Party, now existing or hereafter acquired, that may at any time be subject to a Lien in favor of the Administrative Agent, on behalf of itself and the Lenders and other Secured Parties, to secure the Secured Obligations; provided that " Collateral " shall not include any Excluded Assets.

" **Collateral Documents** " means, collectively, the Domestic Collateral Documents, the German Collateral Documents and any other agreements, instruments and documents executed in connection with this Agreement that are intended to create, perfect or evidence Liens to secure any or all of the Secured Obligations.

" **Collection Account** " means a deposit account of a Loan Party or any of its Subsidiaries into which payments on account of Receivables of the Loan Parties are received, including through (a) associated lockbox addresses and (b) accounts related to foreign exchange conversion and similar purposes pursuant to arrangements acceptable to the Administrative Agent, provided that separate Collection Accounts shall be maintained for the Domestic Loan Parties and the German Loan Parties.

" **Commitment** " means, with respect to each Lender, the sum of such Lender's Domestic Tranche Commitment and German Tranche Commitment. The initial U.S. Dollar Amount of each Lender's Commitment is set forth on the Commitment Schedule, or in the Assignment and Assumption or other documentation contemplated hereby pursuant to which such Lender shall have assumed its Commitment, as applicable.

" **Commitment Schedule** " means the Schedule attached hereto identified as such.

" **Commodity Exchange Act** " means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

" **Communications** " has the meaning assigned to such term in Section 9.01(d) .

" **Company** " means Neenah Paper, Inc., a Delaware corporation.

" **Compliance Certificate** " means a certificate substantially in the form of Exhibit C attached hereto.

" **Computation Date** " is defined in Section 1.06 .

" **Concentration Limit** " means, with respect to any Account Debtor owing any Receivables to any Loan Party, the maximum amount of Receivables from such Account Debtor which may be included as Eligible Receivables, expressed as a percentage of the total amount of

Receivables owing to the Domestic Loan Parties (if such Loan Party is a Domestic Loan Party) or to the German Loan Parties (if such Loan Party is a German Loan Party) by all Account Debtors, which percentage shall be (a) seventeen and one-half percent (17.5%), or (b) such other percentage for the applicable account debtor as determined by the Administrative Agent from time to time in the Administrative Agent's reasonable credit judgment.

" **Connection Income Taxes** " means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes, or branch profits Taxes.

" **Consolidated** " means, for any Person, as applied to any financial or accounting term, such term determined on a Consolidated basis in accordance with GAAP (except as otherwise required herein) for such Person and all Subsidiaries thereof.

" **Consolidating** " means, with respect to any monthly financial statements or Borrowing Base information required to be delivered by the Loan Parties pursuant to this Agreement on a "Consolidating" basis, such separate financial statements of (i) the Company and its Subsidiaries that are Domestic Loan Parties, and (ii) the German Loan Parties and their Subsidiaries.

" **Contingent Obligation** " means, as to any Person (the " **guarantor** "), any obligation of such guarantor guaranteeing the payment or performance of any Indebtedness, leases, dividends or other obligations (collectively " **primary obligations** ") of any other Person (the " **primary obligor** "), whether directly or indirectly, including without limitation any obligation of such guarantor (a) to purchase any such primary obligation or other Property constituting direct or indirect security therefor, (b) assume or contingently agree to become or be secondarily liable in respect of any such primary obligation, (c) to advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) to maintain working capital or equity capital for the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (d) to purchase Property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation, or (e) otherwise to assure or hold harmless the owner of such primary obligation against loss in respect thereof; provided , however , that the term "Contingent Obligation" shall not include endorsements of checks or other negotiable instruments in the ordinary course of business.

" **Control** " means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. " **Controlling** " and " **Controlled** " have meanings correlative thereto.

" **Controlled Account** " means a deposit account (including a Collection Account) of any Loan Party that is subject to a Tri-Party Agreement.

" **Controlled Disbursement Account** " means, collectively, accounts of the Loan Parties maintained with the Administrative Agent from time to time as zero balance, cash management accounts pursuant to and under any agreement between the Loan Parties and the Administrative Agent, as modified and amended from time to time, and through which disbursements of the Borrowers, any other Loan Party and any designated Subsidiary of the Borrowers are made and settled on a daily basis with no uninvested balance remaining overnight.

" **Copyrights** " shall have the meaning specified for such term in the definition of Intellectual Property.

" **Corresponding Debt** " has the meaning assigned to such term in Section 8.09(d) .

" **Credit Event** " means a Borrowing, the issuance, amendment, renewal or extension of a Letter of Credit, an LC Disbursement or any of the foregoing.

" **Credit Exposure** " means, as to any Lender at any time, the sum of (a) such Lender's Revolving Exposure plus (b) an amount equal to its Applicable Percentage, if any, of the aggregate principal amount of Protective Advances outstanding.

" **Credit Party** " means the Administrative Agent, the Issuing Bank, the Swingline Lender or any Lender.

" **Customer** " has the meaning assigned to such term in Section 2.17(h) .

" **Default** " means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default; provided that no Default shall be deemed to exist hereunder if, solely as a result of currency fluctuations, any monetary limitation which is expressed in U.S. Dollars and is contained in Article VI or Article VII (or in any defined term used therein) shall be exceeded.

" **Defaulting Lender** " means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or Swingline Loans or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, (b) has notified the Company or any Credit Party in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by a Credit Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit and Swingline Loans under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party's receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has become the subject of a Bankruptcy Event.

" **Deposit Account** " has the meaning assigned to such term in the applicable Collateral Documents.

" **Disclosed Matters** " means the actions, suits, proceedings and environmental matters disclosed in Schedule 3.06 .

" **Discontinued Operations** " means, as of any day, operations of any Loan Party or any of its Subsidiaries which have been discontinued, and which, as of such day, have been fully terminated, disposed of or liquidated.

" **Disposition** " means the sale, transfer, lease or other disposition (including pursuant to a merger resulting in the subject Property no longer being owned by a Loan Party) of any Property.

" **Document** " has the meaning assigned to such term in the applicable Collateral Documents.

" **Domestic Availability** " means, at any time, an amount equal to (a) the lesser of (i) the Domestic Tranche Commitment and (ii) the Domestic Borrowing Base minus (b) the Domestic Tranche Revolving Exposure.

" **Domestic Borrower Representative** " has the meaning assigned to such term in Section 12.01 .

" **Domestic Borrowers** " means, collectively, the Company and each Domestic Subsidiary (other than a CFC Holding Company) that is a Wholly-Owned Subsidiary and is or becomes a party hereto as a Domestic Borrower and to the Domestic Collateral Documents on the Effective Date or pursuant to Section 5.10 . As of the Effective Date, the Domestic Borrowers are the Company, Neenah Paper Michigan, Inc., NPCC Holding Company, LLC, Neenah Paper FVC, LLC, Neenah Paper FR, LLC, Neenah Filtration, LLC, and Neenah Technical Materials, Inc.

" **Domestic Borrowing Base** " means, at any time, the sum of (a) 85% of the Eligible Receivables of the Domestic Borrowers at such time, plus (b) the lesser of (i) 75% of the Eligible Inventory of the Domestic Borrowers at such time, valued at the lower of cost or market value, determined on a first-in-first-out basis and (ii) the product of 85% multiplied by the applicable Net Recovery Value Percentage multiplied by the Eligible Inventory of the Domestic Borrowers at such time, valued at the lower of cost or market value, determined on a first-in-first-out basis plus (c) the Domestic Equipment Component of the Domestic Borrowers at such time plus (d) the Domestic Real Estate Component of the Domestic Borrowers at such time plus (e) the Pledged Cash (if any) held in the Special Cash Collateral Account at such time minus (f) the Allocated Domestic Borrowing Base Amount in effect at such time minus (g) Reserves applicable to the Domestic Borrowing Base (together with, if not imposed by the Administrative Agent against the German Borrowing Base in effect at such time, the Net Asset Reserve) as determined by the Administrative Agent in its reasonable credit judgment.

" **Domestic Collateral Documents** " means that certain Amended and Restated Security Agreement (Personal Property) dated as of the date hereof between the Domestic Loan Parties and the Administrative Agent, that certain Amended and Restated Pledge Agreement dated as of the date hereof between the Domestic Loan Parties and other Loan Parties named therein and the Administrative Agent, all Mortgages, debentures, deeds of trust, chattel mortgages, Intellectual Property security agreements, Tri-Party Agreements, guarantees, subordination agreements, reaffirmation agreements, powers of attorney, consents, assignments of income, standby agreements, and any other pledge agreement, security agreement, instrument or other collateral agreement that is entered into by any Domestic Loan Party in favor of the Administrative Agent, securing the Secured Obligations, in each case, in Proper Form and entered into pursuant to the terms of this Agreement or any other Loan Document (including Section 5.10), as any of them may from time to time be amended, modified, restated or supplemented.

" **Domestic Equipment Component** " means $12,886,850 as of the Effective Date, as such amount shall reduce (a) by the Quarterly Domestic Equipment Component Amortization Amount, commencing on the last Business Day of the fiscal quarter ending June 30, 2015, and continuing on the last Business Day of each March, June, September and December thereafter, and (b) (i) upon the consummation of Dispositions of Eligible Equipment owned by the Domestic Borrowers on the Effective Date, or (ii) at such time as any Equipment which was previously Eligible Equipment ceases to be Eligible Equipment hereunder, by the applicable percentage of the Net Recovery Value Percentage of the Property so disposed of or the Equipment which has ceased to be Eligible Equipment hereunder, as applicable.

" **Domestic Guarantors** " means, collectively, each Domestic Subsidiary (other than a CFC Holding Company) that is a Wholly-Owned Subsidiary and is or becomes a party hereto as

a Domestic Guarantor and to the Domestic Collateral Documents pursuant to Section 5.10 . As of the Effective Date, there are no Domestic Guarantors.

" **Domestic Loan Parties** " means, collectively, the Domestic Borrowers and Domestic Guarantors.

" **Domestic Protective Advance** " has the meaning assigned to such term in Section 2.04 .

" **Domestic Real Estate Component** " means $18,813,750 as of the Effective Date, as such amount shall reduce (a) by the Quarterly Domestic Real Estate Component Amortization Amount commencing on the last Business Day of the fiscal quarter ending June 30, 2015, and continuing on the last Business Day of each March, June, September and December thereafter, and (b) (i) upon the consummation of Dispositions of Effective Date Mortgaged Properties consisting of Eligible Real Estate owned by the Domestic Borrowers on the Effective Date, or (ii) at such time as any Real Property Asset which was previously Eligible Real Estate ceases to be Eligible Real Estate hereunder, by the applicable percentage of the Net Recovery Value Percentage of the Property so disposed of or the Real Property Asset which has ceased to be Eligible Real Estate hereunder, as applicable.

" **Domestic Subsidiary** " means a Subsidiary organized under the laws of a jurisdiction located in the U.S.

" **Domestic Swingline Loan** " has the meaning assigned to such term in Section 2.05 .

" **Domestic Tranche Commitment** " means, with respect to each Domestic Tranche Lender, the commitment, if any, of such Lender to make Domestic Tranche Revolving Loans and to acquire participations in Domestic Tranche Letters of Credit, Domestic Protective Advances and Domestic Swingline Loans hereunder, as such commitment may be reduced or increased from time to time pursuant to (a) Section 2.09 and (b) assignments by or to such Lender pursuant to Section 9.04 . The initial amount of each Domestic Tranche Lender's Domestic Tranche Commitment is set forth on the Commitment Schedule , or in the Assignment and Assumption (or other documentation contemplated by this Agreement) pursuant to which such Domestic Tranche Lender shall have assumed its Domestic Tranche Commitment, as applicable. The aggregate principal amount of the Domestic Tranche Commitments on the Effective Date is $125,000,000.

" **Domestic Tranche Credit Event** " means a Domestic Tranche Revolving Borrowing, the issuance, amendment, renewal or extension of a Domestic Tranche Letter of Credit, the making of a Domestic Swingline Loan or Domestic Protective Advance that the Domestic Tranche Lenders are required to participate in pursuant to the terms hereof, or any of the foregoing.

" **Domestic Tranche LC Exposure** " means, at any time, the sum of (a) the aggregate undrawn U.S. Dollar Amount of all outstanding Domestic Tranche Letters of Credit at such time plus (b) the aggregate U.S. Dollar Amount of all LC Disbursements in respect of Domestic Tranche Letters of Credit that have not yet been reimbursed by or on behalf of the Domestic Borrowers at such time. The Domestic Tranche LC Exposure of any Domestic Tranche Lender

at any time shall be its Domestic Tranche Percentage of the total Domestic Tranche LC Exposure at such time.

" **Domestic Tranche Lender** " means a Lender with a Domestic Tranche Commitment or holding Domestic Tranche Revolving Loans.

" **Domestic Tranche Letter of Credit** " means any Standby Letter of Credit or any Trade Letter of Credit issued under the Domestic Tranche Commitments pursuant to this Agreement; provided that the Domestic Tranche Letters of Credit shall include the Existing Letters of Credit.

" **Domestic Tranche Percentage** " means, with respect to any Domestic Tranche Lender, the percentage equal to a fraction, the numerator of which is such Lender's Domestic Tranche Commitment and the denominator of which is the aggregate Domestic Tranche Commitments of all Domestic Tranche Lenders (provided that, if the Domestic Tranche Commitments have terminated or expired, the Domestic Tranche Percentages shall be determined based upon such Lender's share of the aggregate Domestic Tranche Revolving Exposures of all Lenders at that time; provided that, in accordance with Section 2.20 , so long as any Domestic Tranche Lender shall be a Defaulting Lender, such Domestic Tranche Lender's Domestic Tranche Commitment shall be disregarded in the foregoing calculation.

" **Domestic Tranche Revolving Borrowing** " means a Borrowing comprised of Domestic Tranche Revolving Loans.

" **Domestic Tranche Revolving Exposure** " means, with respect to any Domestic Tranche Lender at any time, and without duplication, the sum of (a) the U.S. Dollar Amount of the outstanding principal amount of such Lender's Domestic Tranche Revolving Loans plus (b) the U.S. Dollar Amount of such Lender's Domestic Tranche LC Exposure plus (c) the U.S. Dollar Amount of such Lender's Domestic Tranche Swingline Exposure.

" **Domestic Tranche Revolving Loan** " means a Loan made by a Domestic Tranche Lender pursuant to Section 2.01 .

" **Domestic Tranche Swingline Exposure** " means, at any time, the U.S. Dollar Amount of the aggregate principal amount of all outstanding Domestic Swingline Loans that the Domestic Tranche Lenders have purchased participations in pursuant to the terms hereof. The Domestic Tranche Swingline Exposure of any Domestic Tranche Lender at any time shall be its Domestic Tranche Percentage of the total Domestic Tranche Swingline Exposure at such time.

" **Domestic Tranche Unused Commitment** " means, at any time, the aggregate Domestic Tranche Commitments of all Domestic Tranche Lenders at such time minus the aggregate Domestic Tranche Revolving Exposures of all Domestic Tranche Lenders at such time.

" **EAV Distributions** " means, with regard to the German Borrowers, cash distribution payments made on the Equity Interests of such German Borrower on account of the dissolution and distribution of free capital reserves, profit reserves or retained earnings, and cash payments on account of profit distributions under the German EAV.

[EXPLANATORY NOTE: "*" indicates the portion of this exhibit that has been omitted and separately filed with the Securities and Exchange Commission pursuant to a request for confidential treatment.]**

" **EBITDA** " means, with respect to any Person for any period, the sum of (a) Net Income, (b) Interest Expense, (c) depreciation and amortization expense (excluding depreciation and amortization applicable to Discontinued Operations as of such period), (d) federal, state and local income or franchise taxes, in each case whether foreign or domestic, (e) non-cash expenses related to stock based compensation, and (f) ***, in each case of such Person for such period, computed and calculated, without duplication, on a Consolidated basis and in accordance with GAAP, consistently applied.

" **ECP** " means an "eligible contract participant" as defined in Section 1(a)(18) of the Commodity Exchange Act or any regulations promulgated thereunder and the applicable rules issued by the Commodity Futures Trading Commission and/or the SEC.

" **Effective Date** " means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

" **Effective Date Mortgaged Property** " shall have the meaning specified for such term in Section 4.01(w) .

" **Effective Date Mortgages** " shall have the meaning specified for such term in Section 4.01(w) .

" **Electronic Signature** " means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

" **Electronic System** " means any electronic system, including e mail, e-fax, Intralinks®, ClearPar®, Debt Domain, Syndtrak, and any other Internet or extranet-based site, whether such electronic system is owned, operated or hosted by the Administrative Agent and the Issuing Bank and any of its respective Related Parties or any other Person, providing for access to data protected by passcodes or other security system.

" **Eligible Equipment** " means Equipment of a Loan Party which meets all of the following specifications; provided that such specifications may be revised from time to time by the Administrative Agent to account for events, conditions, contingencies and risks that the Administrative Agent becomes actually aware of after the Effective Date that, in the Administrative Agent's reasonable credit judgment, could adversely affect any Equipment or the Administrative Agent's interest therein:

(a) one of the Loan Parties has good title to such Equipment;

(b) such Loan Party has the right to subject such Equipment to a Lien in favor of the Administrative Agent; such Equipment is subject to a first priority perfected Lien in favor of the Administrative Agent for the ratable benefit of the Secured Parties under the laws of the

jurisdiction in which such Equipment is located and is free and clear of all other Liens of any nature whatsoever (except for Liens permitted under Section 6.02(e) other than contested Liens);

(c) the full purchase price for such Equipment has been paid by the Loan Parties;

(d) such Equipment is located on premises (i) owned by one of the Loan Parties, which premises are subject to a first priority perfected Lien in favor of the Administrative Agent, or (ii) leased by one of the Loan Parties with respect to which (x) the Administrative Agent has received an executed landlord's waiver, collateral access agreement or subordination agreement from the owner of such leased facility pursuant to which such owner waives or subordinates any Lien it may claim against such Equipment pursuant to a written waiver, collateral access agreement or subordination agreement reasonably acceptable to the Administrative Agent or (y) a Reserve for rent, charges, and other amounts due or to become due with respect to such facility has been established by the Administrative Agent in its reasonable credit judgment;

(e) such Equipment of a German Borrower is located in Germany and such Equipment of a Domestic Borrower is located in the U.S.;

(f) such Equipment is in good working order and condition (ordinary wear and tear excepted) and is used or held for use by the Loan Parties in the ordinary course of business of the Loan Parties;

(g) such Equipment (i) is not subject to any agreement which restricts the ability of the Loan Parties to use, sell, transport or dispose of such Equipment or which restricts the Administrative Agent's ability to take possession of, sell or otherwise dispose of such Equipment and (ii) has not been purchased from a Sanctioned Person; and

(h) such Equipment does not constitute "fixtures" under the applicable laws of the jurisdiction in which such Equipment is located.

In the event that Equipment of the Loan Parties with a net value in excess of $1,000,000 which was previously Eligible Equipment ceases to be Eligible Equipment hereunder as a result of a sale or other disposition of such Equipment, the applicable Loan Party or the applicable Borrower Representative shall notify the Administrative Agent thereof on and at the time of submission to the Administrative Agent of the next Borrowing Base Certificate.

" **Eligible Inventory** " means all raw materials, rolled and uncut or sheeted paper, or finished goods Inventory of the Loan Parties which complies with all of the following requirements: (a) such Inventory is owned by and recorded on the books and records of the applicable Loan Party in the ordinary course of business; (b) such Inventory is valued in accordance with GAAP at the lower of fair market value or cost, determined on a first-in-first-out basis; and (c) such Inventory does not otherwise constitute Ineligible Inventory. Standards of eligibility and Reserves for Eligible Inventory may be fixed and revised from time to time by the Administrative Agent in its reasonable credit judgment based on events, conditions or other circumstances that the Administrative Agent becomes actually aware of that, in each case, in the Administrative Agent's reasonable credit judgment, adversely affect or could reasonably be expected to adversely affect Eligible Inventory.

" **Eligible Jurisdiction** " means the U.K., Ireland, France, Germany, the Netherlands, Belgium, Luxembourg, Spain, Italy, Austria, Greece, Denmark, Sweden, Finland, Portugal, Norway, Switzerland and such other jurisdiction that the Administrative Agent may from time to time designate as an "Eligible Jurisdiction" in its reasonable credit judgment.

" **Eligible Real Estate** " means any Real Property Asset which meets all of the following specifications; provided that (x) for any Real Property Asset located outside the U.S., the following are only required to the extent such requirements (or their equivalents) are available in the relevant jurisdiction where such Real Property Asset is located and (y) such specifications may be revised from time to time by the Administrative Agent in its reasonable credit judgment to account for events, contingencies and risks that the Administrative Agent becomes actually aware of after the Effective Date that, in the Administrative Agent's reasonable credit judgment, could adversely affect the Real Property Asset or the Administrative Agent's interest therein:

(a) one of the Loan Parties is the record owner of and has good fee title to such Real Property Asset;

(b) such Loan Party has the right to subject such Real Property Asset to a Lien in favor of the Administrative Agent for the ratable benefit of the applicable Secured Parties; such Real Property Asset is subject to a first priority perfected Lien in favor of the Administrative Agent for the ratable benefit of the applicable Secured Parties to secure the applicable Secured Obligations, and is free and clear of all other Liens of any nature whatsoever (except for Liens permitted under Section 6.02(a) , Section 6.02(e) other than contested Liens, and Liens permitted under Section 6.02(f) , Section 6.02(j) , Section 6.02(n) , Section 6.02(o) and Section 6.02(p));

(c) such Real Property Asset owned by a German Borrower is located in Germany and such Real Property Asset owned by a Domestic Borrower is located in the U.S.;

(d) such Real Property Asset is not subject to any agreement or condition which could restrict or otherwise adversely affect the Administrative Agent's ability to sell or otherwise dispose of such Real Property Asset; and

(e) such parcel of real property shall comply with all the requirements for an Effective Date Mortgaged Property set forth in Section 4.01(v) and Section 4.01(w) .

" **Eligible Receivables** " means, as of any date of determination thereof, all Receivables of the applicable Loan Parties which comply with all of the following requirements: (a) all payments due on the Receivable have been billed and invoiced in a timely fashion and in the normal course of business; (b) no balance is outstanding on the Receivable for more than one hundred (100) days with respect to the Domestic Loan Parties or one hundred twenty (120) days with respect to the German Loan Parties, in each case after the date of invoice (except for Receivables backed by a letter of credit in all respects acceptable to the Administrative Agent in its reasonable discretion) or more than sixty (60) days past due; provided that up to $5,000,000 of Receivables owed by Mann + Hummel GmbH and its Affiliates (in the aggregate) to the German Loan Parties shall not be treated as Ineligible Receivables if and to the extent such Receivables are otherwise eligible but for the fact that payments for such Receivables are outstanding for more than one hundred twenty (120) days but less than one hundred fifty (150)

days; and (c) the Receivables do not otherwise constitute Ineligible Receivables (provided, however, that up to $10,000,000 of Ineligible Receivables of the German Borrowers shall be treated as not being Ineligible Receivables if and to the extent such Receivables are otherwise eligible but for the fact that such Receivables are owed by Account Debtors that are not located in an Eligible Jurisdiction). Standards of eligibility and Reserves for Eligible Receivables may be fixed and revised from time to time by the Administrative Agent in its reasonable credit judgment based on events, conditions or other circumstances that the Administrative Agent becomes actually aware of that, in each case, in the Administrative Agent's reasonable credit judgment, adversely affect or could reasonably be expected to adversely affect the Eligible Receivables. Additionally, in calculating Eligible Receivables, each of the following shall be excluded (to the extent the same are otherwise included in Eligible Receivables): (i) unpaid sales, excise or similar taxes owed by any of the applicable Loan Parties; and (ii) returns, discounts, claims, credits and allowances of any nature asserted or taken by Account Debtors of any of the applicable Loan Parties.

" **Environmental Claim** " means any third party (including any Governmental Authority) action, lawsuit, claim or proceeding (including claims or proceedings at common law) which seeks to impose or alleges any liability for (a) pollution or contamination by, or Releases or threatened Releases of, Hazardous Substances into the air, surface water, ground water or land or the clean-up, abatement, removal, remediation or monitoring of such pollution, contamination or Hazardous Substances; (b) generation, recycling, reclamation, handling, treatment, storage, disposal or transportation of Hazardous Substances; (c) exposure to Hazardous Substances; (d) the safety or health of employees or other Persons in connection with any of the activities specified in any other subclause of this definition; or (e) the manufacture, processing, distribution in commerce, presence or use of Hazardous Substances. An "Environmental Claim" includes a common law action, as well as a proceeding to issue, modify or terminate an Environmental Permit to the extent that such a proceeding attempts to redress violations of the applicable permit, license, or regulation as alleged by any Governmental Authority.

" **Environmental Laws** " means all requirements imposed by any law (including The Resource Conservation and Recovery Act, The Comprehensive Environmental Response, Compensation, and Liability Act, the Clean Water Act, the Clean Air Act, and any state analogues of any of the foregoing), rule, regulation, or order of any Governmental Authority now or hereafter in effect that relate to (a) pollution, protection or clean-up of the air, surface water, ground water or land; (b) solid, liquid or gaseous waste or Hazardous Substance generation, recycling, reclamation, Release, threatened Release, treatment, storage, disposal or transportation; (c) exposure of Persons or property to Hazardous Substances; (d) the manufacture, presence, processing, distribution in commerce, use, discharge, releases, threatened releases, or emissions of Hazardous Substances into the environment; (e) the storage of any Hazardous Substances; or (f) occupational health and safety.

" **Environmental Liabilities** " mean all liabilities arising from any Environmental Claim, Environmental Permit or Requirements of Environmental Law, at law or in equity, and whether based on negligence, strict liability or otherwise, including: remedial, removal, response, abatement, restoration (including natural resources), investigative, or monitoring liabilities, personal injury and damage to property, natural resources or injuries to persons, and any other related costs, expenses, losses, damages, penalties, fines, liabilities and obligations, and all costs

and expenses necessary to cause the issuance, reissuance or renewal of any Environmental Permit reasonably necessary for the conduct of any material aspect of the business of any Loan Party or any of its Subsidiaries, including attorney's fees and court costs. Environmental Liability shall mean any one of them.

" **Environmental Permit** " means any permit, license, approval or other authorization under any applicable law, regulation and other requirement of any Governmental Authority relating to pollution or protection of health or the environment, including laws, regulations or other requirements relating to emissions, discharges, Releases or threatened Releases of pollutants, contaminants, Hazardous Substances or toxic materials or wastes into ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, recycling, presence, use, treatment, storage, disposal, transport, or handling of wastes, pollutants, contaminants or Hazardous Substances.

" **Equipment** " has the meaning assigned to such term in the applicable Collateral Documents.

" **Equity Interests** " means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing.

" **Equivalent Amount** " of any currency with respect to any amount of U.S. Dollars at any date shall mean the equivalent in such currency of such amount of U.S. Dollars, calculated on the basis of the Exchange Rate for such other currency at 11:00 a.m., London time, on the date on or as of which such amount is to be determined.

" **ERISA** " means the Employee Retirement Income Security Act of 1974, as amended from time to time.

" **ERISA Affiliate** " means any trade or business (whether or not incorporated) that, together with the Company, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

" **ERISA Event** " means (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder, with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the failure to satisfy the "minimum funding standard" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived, with respect to any Plan; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by any Borrower or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan;

(e) the receipt by any Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by any Borrower or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal of any Borrower or any ERISA Affiliate from any Plan or Multiemployer Plan; or (g)

the receipt by any Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from any Borrower or any ERISA Affiliate of any notice, concerning the imposition upon any Borrower or any ERISA Affiliate of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

" **Euro** " means the single currency of the Participating Member States.

" **Eurocurrency** ", when used in reference to a Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Adjusted LIBO Rate.

" **Eurocurrency Payment Office** " of the Administrative Agent shall mean, for each Foreign Currency, the office, branch, affiliate or correspondent bank of the Administrative Agent for such currency as specified from time to time by the Administrative Agent to each Borrower Representative and each Lender.

" **Event of Default** " means the events described in Section 7.01 and Section 7.02 .

" **Exchange Rate** " means, on any day, with respect to any Foreign Currency, the rate at which such Foreign Currency may be exchanged into U.S. Dollars, as set forth at approximately 11:00 a.m., Local Time, on such date on the Reuters World Currency Page for such Foreign Currency. In the event that such rate does not appear on any Reuters World Currency Page, the Exchange Rate with respect to such Foreign Currency shall be determined by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Administrative Agent or, in the event no such service is selected, such Exchange Rate shall instead be calculated on the basis of the arithmetical mean of the buy and sell spot rates of exchange of the Administrative Agent for such Foreign Currency on the London market at 11:00 a.m., Local Time, on such date for the purchase of U.S. Dollars with such Foreign Currency, for delivery two (2) Business Days later; provided that, if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent, after consultation with the applicable Borrower Representative, may use any reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

" **Excluded Assets** " means (a) any lease, license, contract, document, instrument or agreement to which any Loan Party is a party, to the extent that the creation of a Lien on such assets would, under the express terms of such lease, license, contract, document, instrument or agreement, result in a breach of the terms of, or constitute a default under, such lease license, contract, document, instrument or agreement (other than to the extent that any such term (i) has been waived (without any obligation on the Loan Parties to obtain such waiver) or (ii) would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law; provided that, immediately upon the ineffectiveness, lapse or termination of any such express term, such assets shall automatically cease to constitute "Excluded Assets", (b) any Property that is subject to a purchase money Lien or a capital lease permitted under the Loan Documents if the agreement pursuant to which such Lien is granted (or in the document providing for such capital lease) prohibits or requires the consent of any Person other than any Borrower and/or its Affiliates

which has not been obtained (without any obligation on the Loan Parties to obtain such consent) as a condition to the creation of any other Lien on such Property, (c) any leasehold interests in real Property and improvements and Fixtures thereon, (d) any real Property owned by a Loan Party (and improvements and Fixtures relating thereto) that is not included in any Borrowing Base, (e) Equity Interests in any Person that is not a Wholly-Owned Subsidiary of a Loan Party, (f) payroll accounts, trust accounts, employee benefit accounts and zero-balance disbursement accounts (that are not collection accounts), (g) any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, (h) any vessels, motor vehicles or other assets subject to certificates of title if the value of which on an individual or an aggregate basis is less than $300,000, (i) solely with respect to any Secured Obligations incurred by or on behalf of a Domestic Loan Party, any Equity Interests in or assets of (i) a direct or indirect Foreign Subsidiary of the Company or a CFC Holding Company, except that Excluded Assets shall not include 65% of the outstanding voting Equity Interests and 100% of any non-voting Equity Interests of each first-tier non-German CFC or CFC Holding Company, provided, however, that no more than 65% of the voting Equity Interests of a first-tier non-German CFC or CFC Holding Company, as applicable, in the aggregate, may be pledged to secure the Secured Obligations or (ii) a direct or indirect Domestic Subsidiary of a CFC; and (j) any other Property, to the extent the granting of a Lien therein is prohibited by any Requirements of Law (other than to the extent that such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law; provided that, immediately upon the ineffectiveness, lapse or termination of any such prohibitions, such assets shall automatically cease to constitute "Excluded Assets"); provided that (x) "Excluded Assets" shall not include any right to receive proceeds from the sale or other disposition of any Excluded Asset or any proceeds, products, substitutions or replacements of Excluded Assets (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Assets).

" **Excluded Subsidiary** " means a Foreign Subsidiary that is not a Loan Party; provided that at no time shall (a) the total assets of any Excluded Subsidiary represent more than five percent (5%) of the Consolidated total assets of the Company and its Consolidated Subsidiaries or (b) the total assets of all Foreign Subsidiaries that are Excluded Subsidiaries represent more than five percent (5%) of Consolidated total assets of the Company and its Consolidated Subsidiaries. As of the Effective Date, Neenah Canada, Leiss GmbH & Co. KG and Neenah Gessner Unterstützungskasse GmBH are Excluded Subsidiaries. In the event German Borrower B exercises its option to acquire additional Equity Interests in AIM Filtertech giving it majority ownership of the latter company, AIM Filtertech will also be an Excluded Subsidiary to the extent (x) the total assets of AIM Filtertech do not represent more than five percent (5%) of the Consolidated total assets of the Company and its Consolidated Subsidiaries at such time or (y) the total assets of all Foreign Subsidiaries that are Excluded Subsidiaries (including AIM Filtertech) do not represent more than five percent (5%) of Consolidated total assets of the Company and its Consolidated Subsidiaries at such time.

" **Excluded Swap Obligation** " means, with respect to any Loan Party, any Specified Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Specified Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) (a) by virtue of such Loan Party's failure for any reason to constitute an ECP at the time the guarantee of such Loan Party or the grant of such security interest becomes or would become effective with respect to such Specified Swap Obligation or (b) in the case of a Specified Swap Obligation subject to a clearing requirement pursuant to Section 2(h) of the Commodity Exchange Act (or any successor provision thereto), because such Loan Party is a "financial entity," as defined in Section 2(h)(7)(C)(i) of the Commodity Exchange Act (or any successor provision thereto), at the time the guarantee of such Loan Party becomes or would become effective with respect to such related Specified Swap Obligation. If a Specified Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Specified Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal.

" **Excluded Taxes** " means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, being a resident for the purposes of or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, with respect to any Loan incurred by or on behalf of any Domestic Loan Party, U.S. Federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan, Letter of Credit or Commitment (other than pursuant to an assignment request by the Company under Section 2.19(b)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.17 , amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in a Loan, Letter of Credit or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.17(f) and (d) any U.S. Federal withholding Taxes imposed under FATCA.

" **Existing Credit Agreement** " shall have the meaning specified in the recitals of this Agreement.

" **Existing Indebtedness** " shall have the meaning specified in the recitals of this Agreement.

" **Existing Lenders** " shall have the meaning specified in the recitals of this Agreement.

" **Existing Letters of Credit** " has the meaning assigned to such term in Section 2.06(a) .

" **Existing Mortgaged Property** " shall have the meaning specified for such term in Section 4.01(v) .

" **Existing Mortgages** " shall have the meaning specified for such term in Section 4.01(v) .

" **Extended Facility Letters of Credit** " has the meaning assigned to such term in Section 2.06(c) .

" **FATCA** " means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code.

" **FCCR Test Period** " means any period (a) commencing on the last day of the most recent period of four consecutive fiscal quarters of the Company then ended for which financial statements have been delivered pursuant to Section 5.03(a) or Section 5.03(b) (or, if prior to the date of the delivery of the first financial statements to be delivered pursuant to Section 5.03(a) or Section 5.03(b) , the most recent financial statements referred to in Section 3.04(a)) on or prior to the date Aggregate Availability is less than the greater of 10% of the Aggregate Commitment and $20,000,000 at any time and (b) ending on the day after (x) Aggregate Availability has exceeded the greater of 17.5% of the Aggregate Commitment and $35,000,000 for sixty (60) consecutive days and (y) no Default or Event of Default has occurred and is continuing during such sixty (60) day period.

" **Federal Funds Effective Rate** " means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it; provided, that, if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

" **Financial Officer** " means the chief financial officer, principal accounting officer, treasurer or controller of a Borrower or such other director of a Borrower which fulfills such a role.

" **FinCo** " means Neenah Paper International Finance Company B.V., a company formed under the laws of the Netherlands, all of whose issued and outstanding Equity Interests are owned by the Company or another Loan Party.

" **FinCo Note** " means that certain promissory note, dated as of October 3, 2006, by FinCo to NP International HoldCo, which evidences certain of the Inter-Company Loans.

" **Fixed Charge Coverage Ratio** " means, with respect to any Person and without duplication, the ratio of (a) EBITDA **less** (i) Capital Expenditures not funded by Indebtedness

permitted by Section 6.01(c) , Section 6.01(m) or Section 6.01(p) ; **less** (ii) loans, advances and Investments made to Persons that are not Loan Parties, **less** (iii) cash payments of federal, state, foreign, provincial and local income or franchise taxes, **plus** (iv) Cash Dividends, EAV Distributions and other distributions with respect to Equity Interests held by a Loan Party to the extent received in cash by a Loan Party from any Person that is not a Loan Party, to (b) the sum of (i) cash Interest Expense, **plus** (ii) Scheduled Principal Payments, **plus** (iii) Cash Dividends paid by the Company to its shareholders, **plus** (iv) Stock Repurchases, **plus** (v) the Quarterly Domestic Equipment Component Amortization Amount per three calendar month period in respect of scheduled reductions, if any, of the Domestic Equipment Component as set forth in clause (a) of the definition of Domestic Equipment Component, **plus** (vi) the Quarterly German Equipment Component Amortization Amount per three calendar month period in respect of scheduled reductions, if any, of the German Equipment Component as set forth in clause (a) of the definition of German Equipment Component, **plus** (vii) the Quarterly Domestic Real Estate Component Amortization Amount per three calendar month period in respect of scheduled reductions, if any, of the Domestic Real Estate Component as set forth in clause (a) of the definition of the Domestic Real Estate Component, **plus** (viii) the Quarterly German Real Estate Component Amortization Amount per three calendar month period in respect of scheduled reductions, if any, of the German Real Estate Component as set forth in clause (a) of the definition of the German Real Estate Component.

All components of the Fixed Charge Coverage Ratio shall be determined for the applicable Person on a Consolidated basis, without duplication and for the four (4) most recent consecutive fiscal quarters of the applicable Person ending on or prior to the date of determination.

" **Fixtures** " has the meaning assigned to such term in the applicable Collateral Documents.

" **Flood Hazard Property** " means a Mortgaged Property the improvements on which are located in an area designated by the Federal Emergency Management Agency as having special flood or mud slide hazards and requiring either a Loan Party or the Administrative Agent to purchase special flood insurance.

" **Flood Laws** " has the meaning assigned to such term in Section 8.10 .

" **Foreign Currencies** " means Agreed Currencies other than U.S. Dollars.

" **Foreign Currency LC Exposure** " means, at any time, the sum of (a) the U.S. Dollar Amount of the aggregate undrawn and unexpired amount of all outstanding Foreign Currency Letters of Credit at such time plus (b) the aggregate principal U.S. Dollar Amount of all LC Disbursements in respect of Foreign Currency Letters of Credit that have not yet been reimbursed at such time.

" **Foreign Currency Letter of Credit** " means a Letter of Credit denominated in a Foreign Currency.

" **Foreign Guaranty** " means any separate Guaranty, in form and substance reasonably satisfactory to the Administrative Agent, delivered by each Loan Guarantor that is a Foreign

Subsidiary to guarantee the German Secured Obligations, and which is governed by the laws of the country in which the Foreign Subsidiary is located; provided that under no circumstances shall such Foreign Guaranty duplicate or otherwise increase the German Secured Obligations for which each of the relevant German Loan Parties is liable under or in connection with Article XI .

" **Foreign Lender** " means (a) if a Borrower is a U.S. Person, a Lender, with respect to such Borrower, that is not a U.S. Person, and (b) if a Borrower is not a U.S. Person, a Lender, with respect to such Borrower, that is resident or organized under the laws of a jurisdiction other than that in which such Borrower is resident for tax purposes.

" **Foreign Pension Plan** " means any pension plan, pension undertaking, supplemental pension, retirement savings or other retirement income plan, obligation or arrangement or any kind that is not subject to U.S. law and that is established, maintained or contributed to by any Loan Party or any of its Subsidiaries or Affiliates in respect of which any Loan Party or any of its Subsidiaries has any liability, obligation or contingent liability.

" **Foreign Secured Obligations** " means the German Secured Obligations and Banking Services Obligations and Swap Agreement Obligations of any other Foreign Subsidiaries. For the avoidance of doubt, the Foreign Secured Obligations exclude all Secured Obligations of the Domestic Loan Parties.

" **Foreign Subsidiary** " means any Subsidiary which is not a Domestic Subsidiary, and any CFC Holding Company.

" **Funding Account** " has the meaning assigned to such term in Section 4.01(h) .

" **GAAP** " means generally accepted accounting principles in the U.S.

" **German A Borrowing Base** " means, at any time, the sum (calculated as a U.S. Dollar Amount) of (a) 85% of the Eligible Receivables of the German Borrower A at such time, plus (b) the lesser of (i) 75% of the Eligible Inventory of the German Borrower A at such time, valued at the lower of cost or market value, determined on a first-in-first-out basis and (ii) the product of 85% multiplied by the applicable Net Recovery Value Percentage multiplied by the Eligible Inventory of the German Borrower A at such time, valued at the lower of cost or market value, determined on a first-in-first-out basis plus (c) the Allocated Domestic Borrowing Base Amount for German Borrower A in effect at such time minus (d) Reserves (including, without limitation, the Net Asset Reserve) applicable to the German A Borrowing Base as determined by the Administrative Agent in its reasonable credit judgment.

" **German B Borrowing Base** " means, at any time, the sum (calculated as a U.S. Dollar Amount) of (a) 85% of the Eligible Receivables of the German Borrower B at such time, plus (b) the lesser of (i) 75% of the Eligible Inventory of the German Borrower B at such time, valued at the lower of cost or market value, determined on a first-in-first-out basis and (ii) the product of 85% multiplied by the applicable Net Recovery Value Percentage multiplied by the Eligible Inventory of the German Borrower B at such time, valued at the lower of cost or market value, determined on a first-in-first-out basis plus (c) the German Equipment Component applicable for German Borrower B at such time plus (d) the Allocated Domestic Borrowing Base Amount for German Borrower B in effect at such time minus (e) Reserves (including, without limitation, the

Net Asset Reserve) applicable to the German B Borrowing Base as determined by the Administrative Agent in its reasonable credit judgment.

" **German Borrower A** " means the German Borrower Representative.

" **German Borrower A Revolving Exposure** " means, with respect to any Lender at any time, and without duplication, the sum of (a) the U.S. Dollar Amount of the outstanding principal amount of the Revolving Loans made by such Lender to the German Borrower A at such time plus (b) the U.S. Dollar Amount of such Lender's LC Exposure with respect to Letters of Credit issued for the account of the German Borrower A at such time plus (c) the U.S. Dollar Amount of such Lender's Swingline Exposure with respect to Swingline Loans made to the German Borrower A at such time.

" **German Borrower A Excess Utilization** " means, at any time, the excess, if any, of (a) the aggregate German Borrower A Revolving Exposures of all Lenders over (b) the German A Borrowing Base.

" **German Borrower Amendment** " has the meaning assigned to such term in Section 2.24 .

" **German Borrower B** " means Neenah Gessner GmbH, a limited liability company organized under the laws of Germany.

" **German Borrower B Revolving Exposure** " means, with respect to any Lender at any time, and without duplication, the sum of (a) the U.S. Dollar Amount of the outstanding principal amount of the Revolving Loans made by such Lender to the German Borrower B at such time plus (b) the U.S. Dollar Amount of such Lender's LC Exposure with respect to Letters of Credit issued for the account of the German Borrower B at such time plus (c) the U.S. Dollar Amount of such Lender's Swingline Exposure with respect to Swingline Loans made to the German Borrower B at such time.

" **German Borrower B Excess Utilization** " means, at any time, the excess, if any, of (a) the aggregate German Borrower B Revolving Exposures of all Lenders over (b) the German B Borrowing Base.

" **German Borrower C** " means Neenah Lahnstein GmbH, a limited liability company organized under the laws of Germany.

" **German Borrower C Revolving Exposure** " means, with respect to any Lender at any time, and without duplication, the sum of (a) the U.S. Dollar Amount of the outstanding principal amount of the Revolving Loans made by such Lender to the German Borrower C at such time plus (b) the U.S. Dollar Amount of such Lender's LC Exposure with respect to Letters of Credit issued for the account of the German Borrower C at such time plus (c) the U.S. Dollar Amount of such Lender's Swingline Exposure with respect to Swingline Loans made to the German Borrower C at such time.

" **German Borrower C Excess Utilization** " means, at any time, the excess, if any, of (a) the aggregate German Borrower C Revolving Exposures of all Lenders over (b) the German C Borrowing Base.

" **German Borrower D** " means Neenah Lahnstein Grundstücksverwaltungsgesellschaft mbH & Co. KG , a limited liability partnership organized under the laws of Germany.

" **German Borrower D Revolving Exposure** " means, with respect to any Lender at any time, and without duplication, the sum of (a) the U.S. Dollar Amount of the outstanding principal amount of the Revolving Loans made by such Lender to the German Borrower D at such time plus (b) the U.S. Dollar Amount of such Lender's LC Exposure with respect to Letters of Credit issued for the account of the German Borrower D at such time plus (c) the U.S. Dollar Amount of such Lender's Swingline Exposure with respect to Swingline Loans made to the German Borrower D at such time.

" **German Borrower D Excess Utilization** " means, at any time, the excess, if any, of (a) the aggregate German Borrower D Revolving Exposures of all Lenders over (b) the German D Borrowing Base.

" **German Borrower E** " means Neenah Gessner Grundstücksverwaltungsgesellschaft mbH & Co. KG , a limited liability partnership organized under the laws of Germany.

" **German Borrower E Revolving Exposure** " means, with respect to any Lender at any time, and without duplication, the sum of (a) the U.S. Dollar Amount of the outstanding principal amount of the Revolving Loans made by such Lender to the German Borrower E at such time plus (b) the U.S. Dollar Amount of such Lender's LC Exposure with respect to Letters of Credit issued for the account of the German Borrower E at such time plus (c) the U.S. Dollar Amount of such Lender's Swingline Exposure with respect to Swingline Loans made to the German Borrower E at such time.

" **German Borrower E Excess Utilization** " means, at any time, the excess, if any, of (a) the aggregate German Borrower E Revolving Exposures of all Lenders over (b) the German E Borrowing Base.

" **German Borrower Effective Date** " has the meaning assigned to such term in Section 2.24 .

" **German Borrower Excess Utilization** " means, at any time, the excess, if any, of (a) the aggregate Revolving Exposures of all Lenders with respect to any particular German Borrower over (b) the applicable German Borrowing Base of such German Borrower.

" **German Borrower Representative** " has the meaning assigned to such term in Section 12.01 .

" **German Borrowers** " means, collectively, German Borrower A, German Borrower B, German Borrower C, German Borrower D, German Borrower E and any other Person organized under the laws of Germany that becomes a Borrower party hereto pursuant to Section 2.24 .

" **German Borrowing Base** " means the German Combined Borrowing Base in effect at such time; provided that if a German Separate Borrowing Base Trigger Period has occurred, then the German Borrowing Base shall mean the individual Borrowing Base for each German Borrower in effect at such time.

" **German C Borrowing Base** " means, at any time, the sum (calculated as a U.S. Dollar Amount) of (a) 85% of the Eligible Receivables of the German Borrower C at such time, plus (b) the lesser of (i) 75% of the Eligible Inventory of the German Borrower C at such time, valued at the lower of cost or market value, determined on a first-in-first-out basis and (ii) the product of 85% multiplied by the applicable Net Recovery Value Percentage multiplied by the Eligible Inventory of the German Borrower C at such time, valued at the lower of cost or market value, determined on a first-in-first-out basis plus (c) the German Equipment Component applicable for German Borrower C at such time plus (d) the Allocated Domestic Borrowing Base Amount for German Borrower C in effect at such time minus (e) Reserves (including, without limitation, the Net Asset Reserve) applicable to the German C Borrowing Base as determined by the Administrative Agent in its reasonable credit judgment.

" **German Collateral** " has the meaning assigned to such term in Section 8.09(c) .

" **German Collateral Agent** " has the meaning assigned to such term in the applicable German Collateral Documents.

" **German Collateral Documents** " means, collectively, any (a) global assignment agreement between a German Loan Party as assignor and the Administrative Agent as assignee, regarding the assignment of trade receivables, insurance claims and/or intra-group receivables, (b) security transfer agreement between a German Loan Party as transferor and the Administrative Agent as transferee, regarding the security transfer of title of inventory and machinery, (c) any Tri-Party Agreement or account pledge agreement between a German Loan Party as pledgor and the Administrative Agent as pledgee, regarding the pledge over certain bank accounts, (d) Intellectual Property transfer and assignment agreement between a German Loan Party as transferor and the Administrative Agent as transferee regarding security over Intellectual Property rights, (e) security purpose agreement between a German Loan Party as security guarantor and the Administrative Agent and the other Secured Parties as beneficiary in relation to a Mortgage, (f) the Mortgages executed by any German Loan Party and (g) each other pledge agreement, security agreement, or other collateral agreement that is entered into by any German Loan Party (or any share pledge with respect to the shares of any German Loan Party) or any security agreement otherwise governed by German law in favor of the Administrative Agent, in each case, in form and substance reasonably satisfactory to the Administrative Agent and entered into pursuant to the terms of this Agreement or any other Loan Document (including Section 5.10), as any of them may from time to time be amended, modified, restated or supplemented.

" **German Combined Borrowing Base** " means the sum of the German A Borrowing Base, the German B Borrowing Base, the German C Borrowing Base, the German D Borrowing Base and the German E Borrowing Base.

" **German D Borrowing Base** " means, at any time, the sum (calculated as a U.S. Dollar Amount) of (a) 85% of the Eligible Receivables of the German Borrower D at such time, plus (b)

the lesser of (i) 75% of the Eligible Inventory of the German Borrower D at such time, valued at the lower of cost or market value, determined on a first-in-first-out basis and (ii) the product of 85% multiplied by the applicable Net Recovery Value Percentage multiplied by the Eligible Inventory of the German Borrower D at such time, valued at the lower of cost or market value, determined on a first-in-first-out basis plus (c) the German Real Estate Component applicable for German Borrower D at such time plus (d) the Allocated Domestic Borrowing Base Amount for German Borrower D in effect at such time minus (e) Reserves (including, without limitation, the Net Asset Reserve) applicable to the German D Borrowing Base as determined by the Administrative Agent in its reasonable credit judgment.

" **German E Borrowing Base** " means, at any time, the sum (calculated as a U.S. Dollar Amount) of (a) 85% of the Eligible Receivables of the German Borrower E at such time, plus (b) the lesser of (i) 75% of the Eligible Inventory of the German Borrower E at such time, valued at the lower of cost or market value, determined on a first-in-first-out basis and (ii) the product of 85% multiplied by the applicable Net Recovery Value Percentage multiplied by the Eligible Inventory of the German Borrower E at such time, valued at the lower of cost or market value, determined on a first-in-first-out basis plus (c) the German Real Estate Component applicable for German Borrower E at such time plus (d) the Allocated Domestic Borrowing Base Amount for German Borrower E in effect at such time minus (e) Reserves (including, without limitation, the Net Asset Reserve) applicable to the German E Borrowing Base as determined by the Administrative Agent in its reasonable credit judgment.

" **German EAV ”** means the Gessner EAV, the Lahnstein EAV, the Neenah Germany EAV or each one of them (as the case may be).

" **German Equipment Component** " means $26,659,000 as of the Effective Date, as such amount shall reduce (a) by the Quarterly German Equipment Component Amortization Amount, commencing on the last Business Day of the fiscal quarter ending June 30, 2015, and continuing on the last Business Day of each March, June, September and December thereafter, and (b) (i) upon the consummation of Dispositions of Eligible Equipment owned by the German Borrowers on the Effective Date, or (ii) at such time as any Equipment which was previously Eligible Equipment ceases to be Eligible Equipment hereunder, by the applicable percentage of the Net Recovery Value Percentage of the Property so disposed of or the Equipment which has ceased to be Eligible Equipment hereunder, as applicable; provided that for purposes of calculating the German Equipment Component for each German Borrower if a German Separate Borrowing Base Trigger Period is in effect, the initial German Equipment Component for German Borrower B and German Borrower C is $6,393,000 and $20,266,000, respectively, and shall reduce on a proportionate basis as provided above. For purposes of clarity, if a German Separate Borrowing Base Trigger Period is in effect, the German Equipment Component for German Borrower A, German Borrower D and German Borrower E shall be $0 at all times.

" **German GAAP** " means generally accepted accounting principles pursuant to the German Commercial Code (*Handelsgesetzbuch - HGB*).

" **German Guaranteed Obligations** " has the meaning assigned to such term in Section 11.01 .

" **German Guarantors** " means, collectively, each Foreign Subsidiary that is a Wholly-Owned Subsidiary (other than an Excluded Subsidiary) and is or becomes a party hereto as a German Guarantor and to any German Collateral Document on the Effective Date or pursuant to Section 5.10 .

" **German Guaranty Limitations** " means Section 11.14 of this Agreement.

" **German Insolvency Event** " means:

(a) a German Relevant Entity is unable or admits its inability to pay its debts as they fall due or is deemed to or declared to be unable to pay its debts under applicable law, suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness, including a stoppage of payment situation (*Zahlungsunfähigkeit*), a status of over indebtedness (*Überschuldung*), the presumed inability to pay its debts as they fall due (*drohende Zahlungsunfähigkeit*), or actual insolvency proceedings;

(b) a moratorium is declared in respect of any Indebtedness of a German Relevant Entity;

(c) (i) such German Relevant Entity is otherwise in a situation to file for insolvency because of any of the reasons set out in Sections 17 to 19 of the German Insolvency Code and (ii) a petition for insolvency proceedings in respect of its assets (*Antrag auf Eröffnung eines insolvenzverfahrens*) has been filed based on Sections 17 to 19 of the German Insolvency Code (*Insolvenzordnung*); or

(d) any procedure or step analogous to the foregoing taken in any jurisdiction;

provided that, this definition shall not apply to any insolvency petition which is frivolous or vexatious and is discharged, stayed or dismissed within fourteen (14) days of notice thereof to any German Relevant Entity becoming aware of the same.

" **German Loan Parties** " means, collectively, the German Borrowers and the German Guarantors.

" **German Protective Advance** " has the meaning assigned to such term in Section 2.04 .

" **German Real Estate Component** " means $15,932,776 as of the Effective Date, as such amount shall reduce (a) by the Quarterly

German Real Estate Component Amortization Amount commencing on the last Business Day of the fiscal quarter ending June 30, 2015, and continuing on the last Business Day of each March, June, September and December thereafter, and (b) (i) upon the consummation of Dispositions of Effective Date Mortgaged Properties consisting of Eligible Real Estate owned by the German Borrowers on the Effective Date, or (ii) at such time as any Real Property Asset which was previously Eligible Real Estate ceases to be Eligible Real Estate hereunder, by the applicable percentage of the Net Recovery Value Percentage of the Property so disposed of or the Real Property Asset which has ceased to be Eligible Real Estate hereunder, as applicable; provided that for purposes of calculating the German Real Estate Component for German Borrower D and German Borrower E if a German Separate Borrowing

Base Trigger Period is in effect, the initial German Real Estate Component for German Borrower D and German Borrower E is $1,711,037 and $14,221,739, respectively, and shall reduce on a proportionate basis as provided above. For purposes of clarity, if a German Separate Borrowing Base Trigger Period is in effect, the German Real Estate Component for German Borrower A, German Borrower B and German Borrower C shall be $0 at all times.

" **German Relevant Entity** " means any German Loan Party or any Loan Party capable of becoming subject of insolvency proceedings under the German Insolvency Code (*Insolvenzordnung*).

" **German Secured Obligations** " means all Secured Obligations of the German Loan Parties arising under the Loan Documents.

" **German Separate Borrowing Base Trigger Period** " means the period of time commencing with the date on which the Borrower Representatives receive a Trigger Period Notice from the Administrative Agent.

" **German Swingline Loan** " has the meaning assigned to such term in Section 2.05 .

" **German Tranche Commitment** " means, with respect to each German Tranche Lender, the commitment, if any, of such German Tranche Lender to make German Tranche Revolving Loans and to acquire participations in German Tranche Letters of Credit, German Swingline Loans and German Protective Advances hereunder, as such commitment may be reduced or increased from time to time pursuant to (a) Section 2.09 and (b) assignments by or to such Lender pursuant to Section 9.04 . The initial amount of each German Tranche Lender's German Tranche Commitment is set forth on the Commitment Schedule , or in the Assignment and Assumption (or other documentation contemplated by this Agreement) pursuant to which such German Tranche Lender shall have assumed its German Tranche Commitment, as applicable. The aggregate principal amount of the German Tranche Commitments on the Effective Date is $75,000,000.

" **German Tranche Credit Event** " means a German Tranche Revolving Borrowing, the issuance, amendment, renewal or extension of a German Tranche Letter of Credit, the making of a German Swingline Loan or German Protective Advance that the German Tranche Lenders are required to participate in pursuant to the terms hereof, or any of the foregoing.

" **German Tranche LC Exposure** " means, at any time, the sum of (a) the aggregate undrawn U.S. Dollar Amount of all outstanding German Tranche Letters of Credit at such time plus (b) the aggregate U.S. Dollar Amount of all LC Disbursements in respect of German Tranche Letters of Credit that have not yet been reimbursed by or on behalf of the German Borrowers at such time. The German Tranche LC Exposure of any German Tranche Lender at any time shall be its German Tranche Percentage of the total German Tranche LC Exposure at such time.

" **German Tranche Lender** " means a Lender with a German Tranche Commitment or holding German Tranche Revolving Loans.

" **German Tranche Letter of Credit** " means any Standby Letter of Credit, any Trade Letter of Credit and any bank guarantee issued under the German Tranche Commitments pursuant to this Agreement.

" **German Tranche Percentage** " means, with respect to any German Tranche Lender, the percentage equal to a fraction the numerator of which is such Lender's German Tranche Commitment and the denominator of which is the aggregate German Tranche Commitments of all German Tranche Lenders (provided that, if the German Tranche Commitments have terminated or expired, the German Tranche Percentages shall be determined based upon such Lender's share of the aggregate German Tranche Revolving Exposures of all Lenders at that time; provided that, in accordance with Section 2.20 , so long as any German Tranche Lender shall be a Defaulting Lender, such German Tranche Lender's German Tranche Commitment shall be disregarded in the foregoing calculation.

" **German Tranche Revolving Borrowing** " means a Borrowing comprised of German Tranche Revolving Loans.

" **German Tranche Revolving Exposure** " means, with respect to any German Tranche Lender at any time, and without duplication, the sum of (a) the U.S. Dollar Amount of the outstanding principal amount of such Lender's German Tranche Revolving Loans plus (b) the U.S. Dollar Amount of such Lender's German Tranche LC Exposure at such time plus (c) the U.S. Dollar Amount of such Lender's German Tranche Swingline Exposure.

" **German Tranche Revolving Loan** " means a Loan made by a German Tranche Lender pursuant to Section 2.01 .

" **German Tranche Swingline Exposure** " means, at any time, the U.S. Dollar Amount of the aggregate principal amount of all outstanding German Swingline Loans that the German Tranche Lenders have purchased participations in pursuant to the terms hereof. The German Tranche Swingline Exposure of any German Tranche Lender at any time shall be its German Tranche Percentage of the total German Tranche Swingline Exposure at such time.

" **German Tranche Unused Commitment** " means, at any time, the aggregate German Tranche Commitments of all German Tranche Lenders minus the aggregate German Tranche Revolving Exposures of all German Tranche Lenders.

" **Germany** " means the Federal Republic of Germany.

" **Gessner EAV** " means that certain (a) profit and loss pooling agreement (*Ergebnisabführungsvertrag*) between German Borrower B as dependent pooling entity and the German Borrower Representative as dominant entity dated October 31, 2003, as amended by agreement of December 8, 2009 and/or (b) domination agreement (*Beherrschungsvertrag*) between German Borrower B as dependent entity and the German Borrower Representative as dominant entity dated March 21, 2006, as amended by agreement of December 8, 2009, each as further amended from time to time.

" **Governmental Authority** " means the government of the U.S., Germany, any other nation or any political subdivision thereof, whether state, provincial, territorial or local, and any

agency, authority, instrumentality, regulatory body, court, central bank or other entity (including any European supranational body) exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including the European Central Bank and the Council of Ministers of the European Union.

" **Ground Rent Reserve** " means, in relation to each German Borrower, any Reserve which the Administrative Agent from time to time establishes in its reasonable credit judgment for such ground rent amounts (*Erbbauzinsbeträge*) pursuant to each relevant ground rent charges (*Erbbauzinsreallasten*) or, as the case may be, ground lease agreements (*Erbbaurechtsverträge*), in each case as adjusted from time to time, which are due by a German Borrower and outstanding.

" **Guaranteed Obligations** " has the meaning assigned to such term in Section 10.01 .

" **Guarantors** " means, collectively, the Domestic Guarantors and the German Guarantors, and " **Guarantor** " means each of them individually.

" **Hazardous Substances** " means any hazardous or toxic waste, substance or product or material defined as or regulated as "hazardous" or "toxic" from time to time by any Environmental Law, including solid waste (as defined under The Resource Conservation and Recovery Act or its regulations, as amended from time to time), petroleum and any constituent thereof, and any radioactive materials and waste; provided, however, the words "Hazardous Substance" shall not mean or include any such Hazardous Substance used, generated, manufactured, stored, disposed of or otherwise handled in normal quantities in the ordinary course of business in compliance with all applicable Environmental Laws, or such that may be naturally occurring in any ambient air, surface water, ground water, land surface or subsurface strata.

" **IKB Loan** " means the loan made to German Borrower B in the maximum principal amount of €9,000,000 pursuant to that certain IKB Loan Agreement, dated January 22, 2013, among German Borrower B, as borrower, German Borrower A, as guarantor, and IKB Deutsche Industriebank AG, as lender, as amended by agreement dated on or before December 15, 2014.

" **Impacted Interest Period** " has the meaning assigned to such term in the definition of "LIBO Rate".

" **Indebtedness** " means, as to any Person, without duplication: (a) all indebtedness of such Person for borrowed money; (b) any other indebtedness which is evidenced by a bond, debenture or similar instrument or upon which interest charges are traditionally paid; (c) all Capital Lease Obligations of such Person; (d) all obligations of such Person for the deferred purchase price of Property or services (except current trade accounts payable arising in the ordinary course of business and current accrued expenses, not the result of borrowing, arising in the ordinary course of business); (e) all reimbursement obligations of such Person in respect of outstanding letters of credit, acceptances and similar obligations created for the account of such Person; (f) all indebtedness, liabilities, and obligations secured by any Lien on any Property owned by such Person even though such Person has not assumed or has not otherwise become liable for the payment of any such indebtedness, liabilities or obligations secured by such Lien,

but only to the extent of the value of the Property subject to such Lien (or, if less, the amount of the underlying indebtedness, liability or obligation); (g) net liabilities of such Person in respect of Swap Agreement Obligations (calculated on a basis satisfactory to the Administrative Agent and in accordance with accepted practice); (h) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person; (i) all obligations of such Person to pay rent or other amounts under any Synthetic Lease; (j) all Indebtedness of another entity to the extent such Person is liable therefor (including any partnership in which such Person is a general partner and including any unlimited liability corporation) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor; and (k) all Contingent Obligations of such Person with respect to Indebtedness of others; provided , that such term shall not mean or include (i) any Indebtedness in respect of which monies sufficient to pay and discharge the same in full (either on the expressed date of maturity thereof or on such earlier date as such Indebtedness may be duly called for redemption and payment) shall be deposited with a depository, agency or trustee acceptable to the Administrative Agent in trust for the payment thereof, or (ii) any operating leases entered into in the ordinary course of business (to the extent such operating leases do not constitute Capital Lease Obligations or Synthetic Leases).

" **Indemnified Taxes** " means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made or required to be made by, or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in the foregoing clause (a), Other Taxes.

" **Indemnitee** " has the meaning assigned to such term in Section 9.03(b) .

" **Indenture Cap** " means the maximum aggregate principal amount of Indebtedness permitted under the Credit Facilities (as defined in the Senior Note Indenture and any Additional Senior Indenture) pursuant to any limitation or restriction set forth in the Senior Indenture, any other Senior Note Document or any Additional Senior Note Documents, as the same may be amended, restated, waived or otherwise modified from time to time; provided , that the Company may characterize its Indebtedness under the covenants set forth under the Senior Indenture, any other Senior Note Document or any Additional Senior Note Documents which limit Indebtedness in any manner permitted thereunder, as applicable, which may maximize the amount of the Indenture Cap.

" **Ineligible Institution** " has the meaning assigned to such term in Section 9.04(b) .

" **Ineligible Inventory** " means, as of any date of determination thereof, any Inventory of any Loan Party which does not comply with all of the following requirements:

(a) such Inventory is Collateral hereunder and is subject to a first priority perfected Lien in favor of the Administrative Agent for the ratable benefit of the applicable Secured Parties under the laws of the jurisdiction in which such Inventory is located, and is free and clear of all other Liens of any nature whatsoever (except for Liens permitted under Section 6.02(e) other than contested Liens);

(b) such Inventory meets all applicable laws and standards imposed by any Governmental Authority having regulatory authority over it;

(c) such Inventory is in good condition, is not returned, shopworn, defective, damaged, obsolete, or broke inventory, and is currently usable or saleable in the normal course of business of the applicable Loan Party;

(d) such Inventory is not "slow moving";

(e) such Inventory is not work-in-process Inventory (other than rolled and uncut or sheeted paper), is not scrap or remnants Inventory and is not packaging or shipping supplies or materials;

(f) such Inventory must not be in transit and must be housed or stored in the United States if such Loan Party is a Domestic Loan Party or in Germany if such Loan Party is a German Loan Party, in any case, at either (i) a real Property location either owned or leased by a Loan Party, so long as such leased facility is covered by a landlord's waiver, collateral access agreement or subordination agreement received by the Administrative Agent from the owner of such leased facility pursuant to which such owner waives or subordinates any Lien it may claim against such Inventory, whether contractual or statutory, to the Lien in favor of the Administrative Agent against such Inventory pursuant to a written waiver, collateral access agreement or subordination agreement acceptable to the Administrative Agent in all respects; or (ii) a public warehouse facility utilized by a Loan Party, so long as such warehouse facility is covered by a warehousemen's waiver, collateral access agreement or subordination agreement received by the Administrative Agent from the operator of such warehouse facility pursuant to which such operator waives or subordinates any Lien it may claim against such Inventory, whether contractual or statutory, to the Lien in favor of the Administrative Agent against such Inventory and acknowledges that it holds and controls such Inventory for the benefit of the Administrative Agent for purposes of perfecting the Administrative Agent's Lien therein pursuant to a written waiver, collateral access agreement or subordination agreement reasonably acceptable to the Administrative Agent in all respects;

(g) such Inventory is not in the possession of or control of any bailee (other than a warehouseman as described above) or any agent or processor for or customer of any Loan Party or any of their Subsidiaries, unless such bailee, agent or processor has executed and delivered to the Administrative Agent an access/subordination agreement in form and substance reasonably acceptable to the Administrative Agent subordinating any Lien it may claim in such Inventory and acknowledging that it holds and controls such Inventory for the benefit of the Administrative Agent for purposes of perfecting the Administrative Agent's Lien therein;

(h) such Inventory must be adequately insured to the reasonable satisfaction of the Administrative Agent pursuant to insurance coverage required by this Agreement and the Domestic Collateral Documents or the German Collateral Documents, as applicable;

(i) such Inventory must not be on consignment;

(j) such Inventory is not letterhead, watermarked, or styled in a manner for a particular purchaser, unless covered by a purchase order under which the purchaser has unconditionally agreed to take delivery;

(k) such Inventory does not constitute seedlings;

(l) such Inventory has not been acquired from a Sanctioned Person;

(m) such Inventory has neither been sold nor is subject to a Lien, claim or right of any person other than the Loan Parties or the Administrative Agent (except for Liens permitted under Section 6.02(e) other than contested Liens);

(n) (i) any contract or related documentation (such as invoices or purchase orders) relating to such Inventory does not include retention of title rights in favor of the vendor or supplier thereof and (ii) such Inventory is not subject to governing laws, pursuant to which retention of title may be imposed unilaterally by the vendor or supplier thereof. Notwithstanding the above, Inventory of a German Borrower which may be subject to any rights of retention of title shall not be Ineligible Inventory solely pursuant to this sub-paragraph (n) in the event that (A) the Administrative Agent shall have received evidence satisfactory to it that the full purchase price of such Inventory has, or will have, been paid prior to, or upon the delivery of, such Inventory to the relevant German Borrower, (B) a Letter of Credit has been issued under and in accordance with the terms of this Agreement for the purchase of such Inventory or (C) there is deducted from such Inventory an amount not less than 65% of the accounts payable related to Inventory; and

(o) the Administrative Agent has not deemed such Inventory ineligible because the Administrative Agent in its reasonable credit judgment considers such Inventory to be unmarketable or the value thereof to be impaired or its ability to realize such value to be insecure.

Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, no Inventory purchased or otherwise acquired through any Acquisition or other Investment permitted hereunder after the Effective Date shall be included within the applicable Borrowing Base for purposes hereof unless and until the Administrative Agent shall have conducted a field examination (which shall be conducted within a reasonable time (in the Administrative Agent's judgment) after the applicable Borrower Representative's request at the applicable Borrowers' cost and expense) of the applicable books, records and operations for the assets or Subsidiary so acquired in order to reasonably satisfy the Administrative Agent that the Inventory so acquired generally satisfies the above-described standards of eligibility.

" **Ineligible Institution** " has the meaning assigned to such term in Section 9.04(b) .

" **Ineligible Receivables** " means, as at any date of determination thereof, any Receivables of any applicable Loan Party which do not comply with all of the following requirements:

(a) the Receivable has been created by the applicable Loan Party in the ordinary course of business from a completed, outright and lawful sale of goods, pursuant to which ownership has passed to the applicable Account Debtor on an absolute sales basis, or from the

rendering of services by or on behalf of the applicable Loan Party and is deemed "earned" under the applicable service contract or other agreement or arrangement between the applicable Loan Party and the applicable Account Debtor;

(b) the Receivable is Collateral hereunder and is subject to a first priority perfected Lien in favor of the Administrative Agent for the ratable benefit of the applicable Secured Parties and is free and clear of all other Liens of any nature whatsoever (except for Liens permitted under Section 6.02(e) other than contested Liens);

(c) the payments due on 50% or more of all billed Receivables owing to the applicable Loan Party by the applicable Account Debtor (except for Receivables backed by a letter of credit in all respects acceptable to the Administrative Agent in its reasonable discretion) are less than one hundred (100) days past the date of invoice with respect to the Domestic Loan Parties or less than one hundred twenty (120) days with respect to the German Loan Parties (or less than one hundred fifty (150) days with respect to Receivables owed by Mann + Hummel GmbH and its Affiliates to the German Loan Parties), and in each case less than sixty (60) days from the due date thereof;

(d) with respect to any Domestic Loan Party, the Receivable constitutes an "account" within the meaning of the UCC;

(e) the Receivable does not arise out of a bill and hold, ship-in-place, guaranteed sale, sale-and-return, consignment, progress billing, promotional (including samples), C.O.D. or cash in advance arrangement;

(f) the Receivable is not subject to any setoff, contra, offset, netting (including a German law *Kontokorrent*), deduction, dispute, charge back, credit, counterclaim or other defense arising out of the transactions represented by the Receivable or independently thereof; provided , however , that in each case regarding an undisputed liquidated sum, such Receivable is an Eligible Receivable only to the extent of such undisputed liquidated sum, and in each case regarding a disputed sum or claim, such Receivable is an Ineligible Receivable only to the extent of the sum or amount claimed by the party adverse to the applicable Loan Parties);

(g) the applicable Account Debtor has finally accepted the goods or services from the sale out of which the Receivable arose and has not (i) objected to such Account Debtor's liability thereon, (ii) rejected any of such services or goods or (iii) returned or repossessed any of such goods, except for goods returned in the ordinary course of business for which, in the case of goods returned, goods of equal or greater value have been shipped in return;

(h) the applicable Account Debtor is not (i) any Governmental Authority, unless such Account Debtor is the United States of America or Canada (or any agency, instrumentality, department or other political subdivision thereof) and there has been compliance satisfactory to the Administrative Agent in all respects with the U.S. Federal Assignment of Claims Act or, as applicable, the Canadian Financial Administration Act or any applicable provincial legislation, or (ii) a Sanctioned Person;

(i) the applicable Account Debtor is not an Affiliate of any Loan Party or any of their Subsidiaries;

(j) the applicable Account Debtor must have its principal place of business located within the United States, Canada or, solely with respect to any Account Debtor of the German Borrowers, any Eligible Jurisdiction, except for Receivables fully insured or backed by a letter of credit in all respects acceptable to the Administrative Agent in its reasonable discretion;

(k) the Receivable is not evidenced by a promissory note or other instrument or by chattel paper;

(l) the Receivable complies with all material Requirements of Law (including without limitation, all usury laws, fair credit reporting and billing laws, fair debt collection practices and rules, and regulations relating to truth in lending and other similar matters);

(m) the Receivable is in full force and effect and constitutes a legal, valid and binding obligation of the applicable Account Debtor enforceable in accordance with the terms thereof;

(n) the Receivable is denominated in and provides for payment by the applicable Account Debtor in U.S. dollars, Canadian dollars, Euro or, solely with respect to any Account Debtor of the German Borrowers, Sterling, except for Receivables fully insured or backed by a letter of credit denominated in U.S. dollars or Canadian dollars and in all other respects acceptable to the Administrative Agent in its reasonable discretion;

(o) the Receivable has not been and is not required to be charged or written off as uncollectible in accordance with GAAP or, in the case of the German Loan Parties, German GAAP;

(p) the Receivable is not due from an Account Debtor located in a jurisdiction (e.g., New Jersey, Minnesota and West Virginia or any Canadian province) which requires such Loan Party, as a precondition to commencing or maintaining an action in the courts of that jurisdiction, either to (i) receive a certificate of authority to do business and be in good standing in such jurisdiction; or (ii) file a notice of business activities report or similar report with such jurisdiction's taxing authority, unless (x) such Loan Party has taken one of the actions described in clauses (i) or (ii); or (y) the failure to take one of the actions described in either clause (i) or (ii) may be cured retroactively by such Loan Party at its election;

(q) the Receivable, in respect of any German Borrower, is free and clear of any limitation on assignment or other restriction (whether arising by operation of law, by agreement or otherwise) which would under the local governing law of the contract have the effect of restricting the assignment for or by way of security or the creation of security, in each case unless the Administrative Agent has determined that such limitation is not enforceable;

(r) the contract or agreement underlying such Receivable is governed by (or, if no governing law is expressed therein, is deemed to be governed by) the laws of (i) in the case of Receivables owing to any Domestic Borrower, the United States, any state thereof, the District of Columbia or Canada or any province thereof, or (ii) in the case of any German Borrower, any Eligible Jurisdiction; and

(s) the credit standing of the applicable Account Debtor in relation to the amount of credit extended has not become unsatisfactory to the Administrative Agent in its reasonable

discretion, except for Receivables fully insured or backed by a letter of credit in all respects acceptable to the Administrative Agent in its reasonable discretion.

In addition to the forgoing, the total amount of Receivables owing to the applicable Loan Parties by an Account Debtor in excess of such Account Debtor's Concentration Limit of the total amount of Receivables owing to the applicable Loan Parties by all Account Debtors shall also constitute "Ineligible Receivables" for purposes hereof, unless such Receivables exceeding such Account Debtor's Concentration Limit are fully backed or secured by a letter of credit acceptable to the Administrative Agent in its reasonable discretion. Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, no Receivables purchased or otherwise acquired through any Acquisition or other Investment permitted hereunder after the Effective Date shall be deemed to constitute Eligible Receivables for purposes hereof unless and until the Administrative Agent shall have conducted a field examination (which shall be conducted within a reasonable time (in the Administrative Agent's judgment) after the applicable Borrower Representative's request at the applicable Borrower's cost and expense) of the applicable books, records and operations for the assets or Subsidiary so acquired in order to satisfy the Administrative Agent that the Receivables so acquired generally satisfy the above-described standards of eligibility.

" **Information** " has the meaning assigned to such term in Section 9.12 .

" **Insolvency Event** " has the meaning assigned to such term in Article XIII .

" **Intellectual Property** " means all U.S. and foreign (a) patents, patent applications, patent disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof (" **Patents** "), (b) trademarks, service marks, trade names, domain names, logos, slogans, trade dress, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing (" **Trademarks** "), (c) copyrights and copyrightable subject matter (" **Copyrights** "), (d) rights of publicity, (e) moral rights and rights of attribution and integrity, (f) computer programs (whether in source code, object code, or other form), databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing, (g) trade secrets and all confidential information, know-how, inventions, proprietary processes, formulae, models, and methodologies, (h) all rights in the foregoing and in other similar intangible assets, (i) all applications and registrations for the foregoing, and (j) all rights and remedies against infringement, misappropriation, or other violation thereof.

" **Inter-Company Loans** " means collectively, (a) the inter-company loans made from time to time by the Company to NP International Holdco to finance, by means of loans described in clauses (b), (c) and (d), the 2006 Acquisition of Neenah Germany, the substantially contemporaneous payment of the purchase price for any Permitted Offshore Acquisitions and the non-acquisition-related activities of NP International HoldCo and any of its direct or indirect subsidiaries from time to time; provided that such inter-company loans are permitted under Section 6.07 ; (b) advances from time to time under the inter-company revolving line of credit from NP International HoldCo to FinCo, evidenced by the FinCo Note, which line of credit shall be used to provide FinCo with funds to finance, by means of loans described in clause (c), the activities of NP International and any of its direct or indirect subsidiaries, to the extent permitted

under this Agreement; (c) the inter-company loans made from time to time by FinCo to NP International to finance the 2006 Acquisition of Neenah Germany, the substantially contemporaneous payment of the purchase price for any Permitted Offshore Acquisitions and the activities of NP International and any of its direct or indirect subsidiaries, to the extent permitted under this Agreement; (d) the inter-company loans made from time to time by NP International HoldCo to NP International and/or any of NP International HoldCo's direct or indirect subsidiaries, to finance the substantially contemporaneous payment of the purchase price for any Permitted Offshore Acquisitions by NP International or any of its direct or indirect subsidiaries, and the activities of NP International and any of its subsidiaries, to the extent permitted under this Agreement; (e) the inter-company loans made from time to time by NP International to the Company, not to exceed $22,000,000 at any one time outstanding, to finance all or part of the purchase price for anticipated Acquisitions by the Company, to the extent permitted under this Agreement; provided, that, in the case of inter-company loans made pursuant to clause (e), (i) such inter-company loans shall be unsecured Subordinated Indebtedness of the Company and (ii) repayments of such intercompany loans shall be made only to the extent permitted by Section 6.11(f) ; (f) an unsecured subordinated intercompany loan to be made by NP International to the Company on or about the Effective Date with proceeds from the initial Borrowing under the German Tranche Commitments, not to exceed $50,000,000, to finance the growth of the Domestic Loan Parties' filtration business, to the extent permitted under this Agreement; (g) any unsecured subordinated inter-company loans made from time to time by a Domestic Loan Party, directly or indirectly, to any German Borrower, in order to enable the German Borrower Excess Utilization of such German Borrower to be eliminated; (h) inter-company loans made from time to time by a German Borrower to another German Borrower, in order to enable the German Borrower Excess Utilization of the latter German Borrower to be eliminated; (i) inter-company loans under any German cash pooling system operated between some or all of the German Borrowers in the manner as in effect on the date hereof and (j) inter-company loans based on book entries into virtual offset-accounts operated between the German Loan Parties and reflecting transactions between such German Loan Parties, or virtual offset accounts between a German Loan Party and Neenah Gessner Unterstützungskasse GmbH or Leiss-GmbH & Co. KG reflecting transactions not otherwise prohibited hereunder.

" **Intercompany Indebtedness** " has the meaning assigned to such term in Article XIII .

" **Interest Election Request** " means a request by the applicable Borrower Representative to convert or continue a Revolving Borrowing in accordance with Section 2.08 .

" **Interest Expense** " means, with respect to any Person for any period, the interest expense of such Person, on a Consolidated basis, during such period determined in accordance with GAAP, consistently applied, and shall in any event include, without limitation, (a) the

amortization or write-off of debt discounts, (b) the amortization of all debt issuance costs, commissions and other fees payable in connection with the incurrence of Indebtedness to the extent included in interest expense, and (c) the portion of payments under Capital Lease Obligation allocable to interest expense.

" **Interest Payment Date** " means (a) with respect to any ABR Loan (other than a Swingline Loan) or Overnight LIBO Rate Loan, the first Business Day of each calendar month and the Maturity Date and (b) with respect to any Eurocurrency Loan, the last Business Day of

each calendar month prior to the end of the Interest Period applicable to the Borrowing of which such Loan is a part, at the end of such Interest Period and the Maturity Date and (c) with respect to any Swingline Loan, the day that such Swingline Loan is required to be repaid and the Maturity Date .

" **Interest Period** " means with respect to any Eurocurrency Borrowing, the period commencing on the date of such Eurocurrency Borrowing and ending on the numerically corresponding day in the calendar month that is one, two or three months thereafter, as the applicable Borrower Representative may elect; provided that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of a Eurocurrency Borrowing only, such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (b) no Interest Period shall end later than the Maturity Date, and (c) interest shall accrue from and including the first day of an Interest Period to, but excluding, the last day of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a Revolving Borrowing, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

" **Interpolated Rate** " means, at any time, for any Interest Period, the rate per annum (rounded to the same number of decimal places as the applicable LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the applicable LIBO Screen Rate for the longest period (for which the LIBO Screen Rate is available for the applicable currency) that is shorter than the Impacted Interest Period and (b) the applicable LIBO Screen Rate for the shortest period (for which the LIBO Screen Rate is available for the applicable currency) that exceeds the Impacted Interest Period, in each case, at approximately 11:00 a.m., London time, two (2) Business Days (or for Sterling on the same Business Day as the Impacted Interest Period) prior to the commencement of such Impacted Interest Period.

" **Inventory** " has the meaning assigned to such term in the applicable Collateral Documents.

" **Investment** " means the purchase or other Acquisition of any securities or Indebtedness of, or the making of any loan, advance, extension of credit or capital contribution to (or the transfer of Property having the effect of any of the foregoing), or the incurring of any Contingent Obligation in respect of the Indebtedness of, any Person (in each case other than accounts receivable arising in the ordinary course of business).

" **IRS** " means the United States Internal Revenue Service.

" **Issuing Bank** " means JPMorgan Chase Bank, N.A., in its capacity as the issuer of Letters of Credit. The Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. At any time there is more than one Issuing Bank, all singular references to the Issuing Bank shall mean any

Issuing Bank, either Issuing Bank, each Issuing Bank, the Issuing Bank that has issued the applicable Letter of Credit, or both (or all) Issuing Banks, as the context may require.

" **Joinder Agreement** " means any agreement in substantially the form of Exhibit D and/or such other joinder form reasonably acceptable to the Administrative Agent and the applicable Borrower Representative, in each case executed by a Subsidiary of a Loan Party from time to time in accordance with Section 5.10 hereof, pursuant to which such Subsidiary joins in the execution and delivery of (a) this Agreement or a Guaranty, or (b) any other Loan Document.

" **Lahnstein EAV** " means that certain (a) profit and loss pooling agreement (*Ergebnisabführungsvertrag*) between German Borrower C as dependent pooling entity and the German Borrower Representative as dominant entity dated October 31, 2003, as amended by agreement of December 8, 2009 and/or (b) domination agreement (*Beherrschungsvertrag*) between German Borrower C as dependent entity and the German Borrower Representative as dominant entity dated March 21, 2006, as amended by agreement of December 8, 2009, each as further amended from time to time.

" **LC Collateral Account** " has the meaning assigned to such term in Section 2.06(j) ; provided that, for purposes of clarity, the Domestic Loan Parties and the German Loan Parties shall each have a separate LC Collateral Account.

" **LC Disbursement** " means a payment made by the Issuing Bank pursuant to a Letter of Credit.

" **LC Exposure** " means, at any time, the sum of (a) the aggregate undrawn U.S. Dollar Amount of all outstanding Letters of Credit at such time plus (b) the aggregate U.S. Dollar Amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrowers at such time. The LC Exposure of any Domestic Tranche Lender at any time shall be its Domestic Tranche Percentage of the total Domestic Tranche LC Exposure at such time and the LC Exposure of any German Tranche Lender at any time shall be its German Tranche Percentage of the total German Tranche LC Exposure at such time.

" **Lead Arranger** " means J.P. Morgan Securities LLC, in its capacity as sole lead arranger and sole bookrunner for the credit facility evidenced by this Agreement.

" **Lender Allocation Agreement** " means a Collection Allocation Mechanism Agreement, dated as of the date hereof, among the Administrative Agent and each Lender; it being understood that no Loan Party shall be a party to such agreement or have any rights or obligations thereunder, nor shall the consent of any Loan Party be required with respect to any aspect thereof. For avoidance of doubt, the Lender Allocation Agreement shall not constitute a Loan Document.

" **Lenders** " means the Persons listed on the Commitment Schedule and any other Person that shall have become a Lender hereunder pursuant to Section 2.09 or an Assignment and Assumption, other than any such Person that ceases to be a Lender hereunder pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender.

" **Letters of Credit** " means the Domestic Tranche Letters of Credit and the German Tranche Letters of Credit, and the term " **Letter of Credit** " means any one of them or each of them singularly, as the context may require.

" **LIBO Rate** " means (a) with respect to any Eurocurrency Borrowing denominated in any Agreed Currency other than Euro and for any applicable Interest Period, the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other Person that takes over the administration of such rate for such Agreed Currency) for the relevant currency for a period equal in length to such Interest Period as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen or (b) with respect to any Eurocurrency Borrowing denominated in Euro and for any applicable Interest Period, the euro interbank offered rate administered by the Banking Federation of the European Union (or any other Person that takes over the administration of that rate) for Euro for a period equal in length to such Interest Period as displayed on page EURIBOR001 of the Reuters screen, in each case, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate as shall be selected by the Administrative Agent from time to time in its reasonable discretion (the " **LIBO Screen Rate** ") at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period (except with respect to any Eurocurrency Borrowing denominated in Sterling which will be determined on the date of such Eurocurrency Borrowing); provided that, if any LIBO Screen Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement; provided further that, if the LIBO Screen Rate shall not be available at such time for a period equal in length to such Interest Period (an " **Impacted Interest Period** "), with respect to the applicable currency, then the LIBO Rate shall be the Interpolated Rate at such time, subject to Section 2.14 in the event that the Administrative Agent shall conclude that it shall not be possible to determine such Interpolated Rate (which conclusion shall be conclusive and binding absent manifest error); provided that, if any Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. Notwithstanding the above, to the extent that "LIBO Rate" or "Adjusted LIBO Rate" is used in connection with an ABR Borrowing, such rate shall be determined as modified by the definition of Alternate Base Rate.

" **LIBO Screen Rate** " has the meaning assigned to such term in the definition of "LIBO Rate".

" **Lien** " means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge, assignment by way of security or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement or extended retention of title agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

" **Loan Documents** " means, collectively, this Agreement, each Borrowing Subsidiary Agreement, each Joinder Agreement, any promissory notes issued pursuant to this Agreement, any Letter of Credit applications, the Collateral Documents, the Loan Guaranty and all other agreements, instruments, documents and certificates executed and delivered by a Loan Party to,

or in favor of, the Administrative Agent or any Lender pursuant to the transactions contemplated hereby (excluding Swap Agreements and agreements evidencing Banking Services Obligations). Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

" **Loan Guarantor** " means each Loan Party, and shall include each Domestic Loan Party in the case of Article X and each German Loan Party in the case of Article XI .

" **Loan Guaranty** " means, collectively, Article X and Article XI of this Agreement and, if applicable, each separate Foreign Guaranty, in Proper Form, delivered by each Loan Guarantor that is a Foreign Subsidiary (which Guaranty shall be governed by the laws of the country in which such Foreign Subsidiary is located).

" **Loan Parties** " means, collectively, the Domestic Loan Parties and the German Loan Parties.

" **Loans** " means the loans and advances made by the Lenders pursuant to this Agreement, including Swingline Loans and Protective Advances.

" **Local Authority Reserve** " means, in relation to each German Borrower, any Reserve which the Administrative Agent from time to time establishes in its reasonable credit judgment for any amount due but unpaid which qualifies as a public burden within the meaning of sec. 10 para 1 no. 3 of the German Act on Compulsory Auction and Administration of real estate assets (*Zwangsversteigerungsgesetz*).

" **Local Counsel Opinion** " means a letter of opinion delivered by local counsel reasonably acceptable to Administrative Agent and in the jurisdiction in which any Eligible Real Estate is located with respect to the enforceability and Lien creation of the Mortgages and any related fixture filings and containing other such customary opinions of local counsel reasonably requested by Administrative Agent, in Proper Form.

" **Local Time** " means (a) New York City time in the case of a Loan, Borrowing or LC Disbursement requested by the Domestic Borrowers and (b) London, England time in the case of a Loan, Borrowing or LC Disbursement requested by the German Borrowers.

" **Management Notification** " has the meaning assigned to such term in Section 11.14(c) .

" **Material Adverse Effect** " means a material adverse effect on (a) the business, assets, operations, financial or other condition of the Loan Parties and their Subsidiaries taken as a whole, (b) the ability of the Loan Parties, taken as a whole, to perform their obligations under the Loan Documents, (c) the validity or enforceability of this Agreement or any other Loan Document or the rights or remedies of the Administrative Agent or the Lenders hereunder or thereunder, or (d) the validity or enforceability of the Administrative Agent's Lien on any material portion of the Collateral or the priority of such Lien.

" **Material Lease** " means any lease agreement with respect to a Material Leasehold Property.

" **Material Leasehold Property** " means (a) the Leasehold Properties listed on Schedule 4.01(a) and (b) a Leasehold Property of material value as Collateral or of material importance to the operations of the Loan Parties.

" **Maturity Date** " means December 18, 2019 or any earlier date on which the Commitments are reduced to zero or otherwise terminated pursuant to the terms hereof.

" **Maximum Liability** " has the meaning set forth in Section 10.10 and Section 11.10 , as applicable.

" **Maximum Rate** " has the meaning assigned to such term in Section 9.17 .

" **Mill Properties** " means those Mortgaged Properties in respect of which paper mill operations are conducted or where structures are located that are integral to such operations. Mill Property shall mean one of such Mill Properties.

" **Monthly Unaudited Financial Statements** " means the financial statements of the Company and its Subsidiaries, including all notes thereto, which statements shall include (a) a balance sheet as of the end of the respective calendar month, (b) a statement of operations for such respective calendar month and for the fiscal year to date, subject to normal year-end adjustments, all setting forth in comparative form the corresponding figures for the corresponding period of the preceding fiscal year and (c) a statement of cash flows for the fiscal year to date, subject to normal year-end adjustments, setting forth in comparative form the corresponding figures in the corresponding period of the preceding fiscal year, all prepared in reasonable detail and in accordance with GAAP and certified by a Financial Officer of the Company as fairly and accurately presenting in all material respects the financial condition and results of operations of the Loan Parties and their Subsidiaries, on a Consolidated basis, at the dates and for the periods indicated therein subject to normal year-end adjustments. The Monthly Unaudited Financial Statements for the Company and its Subsidiaries shall be prepared on a Consolidated and Consolidating basis, the parties recognizing that such Consolidating statements will be prepared in accordance with GAAP only to the extent normal and customary.

" **Moody's** " means Moody's Investors Service, Inc.

" **Mortgage** " means each mortgage, deed of trust, deed of hypothec, land charge or other agreement which conveys or evidences a Lien in favor of the Administrative Agent, for the benefit of the Administrative Agent and the Secured Parties, on real Property of a Loan Party, including any amendment, restatement, modification or supplement thereto.

" **Mortgage Policy** " (or " **Mortgage Policies** " as the context may require) means an ALTA title insurance policy (or its equivalent in non-ALTA jurisdictions) with respect to the applicable parcel of real Property of any Domestic Loan Party naming the Administrative Agent as insured party for the benefit of the applicable Lenders, insuring that the Mortgage creates a valid and enforceable first priority mortgage lien on, or security title to, the applicable parcel of real Property, free and clear of all defects and encumbrances other than the Liens permitted

under Section 6.02(a) , Section 6.02(e) (other than contested Liens), Section 6.02(f) , Section 6.02(j) , Section 6.02(n) , Section 6.02(o) and Section 6.02(p) , which Mortgage Policies shall (a) be in an amount no greater than the value of such parcel of real Property, as determined by the appraisal report to be delivered pursuant to Section 4.01(v) , (b) be from an insurance company reasonably acceptable to the Administrative Agent, (c) include such other endorsements and reinsurance as the Administrative Agent may reasonably require and (d) otherwise satisfy the reasonable title insurance requirements of the Administrative Agent.

" **Mortgaged Property** " means an Effective Date Mortgaged Property or an Additional Mortgaged Property, as the case may be.

" **Multiemployer Plan** " means a multiemployer plan as defined in Section 4001(a)(3) of ERISA that is subject to ERISA.

" **Neenah Canada** " shall have the meaning specified in the recitals of this Agreement.

" **Neenah Germany** " means Neenah Germany GmbH (formerly known as FiberMark Beteiligungs GmbH) and Neenah Services GmbH & Co. KG. (formerly known as FiberMark Services GmbH & Co. KG.), collectively.

" **Neenah Germany EAV** " means that certain domination agreement (*Beherrschungsvertrag*) between Neenah Germany GmbH as dependent entity and the German Borrower Representative as dominant entity dated on or about December 12, 2014, as amended from time to time.

" **Net Asset Reserve "** means, in relation to each of German Borrower B, German Borrower C, German Borrower D and German Borrower E, a Reserve equal to the amount by which the Net Assets of such German Borrower fall below an amount which is 105% of the sum of paragraphs (a) through (c) of the Borrowing Base for such German Borrower. Such Reserve shall be first applied as a deduction from the German Borrowing Base of the relevant German Borrowers or, if commercially advantageous to the Loan Parties or necessary under the circumstances, as a deduction from the Domestic Borrowing Base.

" **Net Assets** " means, with respect to a German Borrower, such German Borrower's net assets (*Reinvermögen*) minus its registered share capital (*Stammkapital/ eingetragene Hafteinlage*) as calculated in accordance with GAAP.

" **Net Income** " means, with respect to any Person for any period, net income of such Person for the applicable calculation period determined in accordance with GAAP; provided , that there shall not be included in such calculation of net income (without duplication) (a) any extraordinary gains or losses (including in connection with the sale or write-up of assets), (b) any nonrecurring gains or losses, (c) any gains or losses from dispositions of Property or assets, other than dispositions of Inventory and Equipment in the ordinary course of business, and the tax consequences thereof, (d) the net income or loss of any other Person that is not a Subsidiary of such Person for whom net income is being calculated (or is accounted for by such Person by the equity method of accounting), (e) the net income (or loss) of any other Person acquired by, or merged with, such Person for whom net income is being calculated or any of its Subsidiaries for any period prior to the date of such Acquisition, (f) the net income of any Subsidiary of such

Person for whom net income is being calculated to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary of such net income is not at the time permitted by operation of the terms of its charter, certificate of incorporation or formation or other constituent document or any agreement or instrument or Requirements of Law applicable to such Subsidiary, all as determined in accordance with GAAP, (g) any non-cash non-recurring impairment charges with respect to a writedown of the carrying amount of the Consolidated assets of the Loan Parties acquired after the Effective Date (either through direct asset purchase or as part of the Acquisition of all or substantially all of the Equity Interests of another Person) based on the impairment of such assets, pursuant to the provisions of Section 6.04 and any benefits (including tax benefits) resulting from such writedown, and (h) any non-cash compensation expense realized for grants of performance shares, stock options or other rights to officers, directors and employees, provided that such shares, options or other rights can be redeemed at the option of the holder only for capital stock of such Person.

" **Net Recovery Value Percentage** " means, for the Inventory and the Equipment of any Loan Party, the net recovery value percentage under an orderly liquidation scenario for such Inventory and Equipment, and for the Real Property Assets of any Loan Party, the fair market value of such Real Property Assets, in each case as specifically set forth and described in the most recent appraisal of the Inventory, Equipment, or Real Property Assets of the applicable Loan Party received by the Administrative Agent pursuant to the provisions of Section 5.04 hereof (or with regard to work-in-process Inventory, the gross recovery value percentage as set forth in such an appraisal and as discounted by the Administrative Agent in its reasonable credit judgment).

" **New Mortgaged Property** " shall have the meaning specified for such term in Section 4.01(w) .

" **New Mortgages** " shall have the meaning specified for such term in Section 4.01(w) .

" **Non-Consenting Lender** " has the meaning assigned to such term in Section 9.02(d) .

" **NP International** " means Neenah Paper International, LLC, a Delaware limited liability company and a Wholly-Owned Subsidiary of NP International HoldCo.

" **NP International HoldCo** " means Neenah Paper International Holding Company, LLC, a Delaware limited liability company and a Wholly-Owned Subsidiary of the Company.

" **NP International Lease** " means any lease hereafter entered into by NP International to occupy a portion of the real Property constituting the Company's corporate headquarters, whether by assignment and assumption, or by direct lease with the landlord, which lease will be on terms substantially consistent with the terms of the Company's lease for the portion of the space leased by NP International.

" **NP International Services Agreement** " means that certain Management and Services Agreement referred to in Schedule 6.06 , as the same may be amended, extended, renewed, restated or replaced from time to time to the extent not prohibited by this Agreement, pursuant to which, among other things, NP International provides certain human resources services and sales and marketing technical support to some or all of the Loan Parties.

" **Obligated Party** " has the meaning assigned to such term in Section 10.02 or Section 11.02 , as applicable.

" **Obligations** " means all unpaid principal of and accrued and unpaid interest on the Loans, all LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations and indebtedness (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), including Parallel Debt, of any of the Loan Parties to any of the Lenders, the Administrative Agent, the Issuing Bank or any indemnified party, individually or collectively, existing on the Effective Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, in each case, arising by contract, operation of law or otherwise, arising or incurred under this Agreement or any of the other Loan Documents or in respect of any of the Loans made or reimbursement or other obligations incurred or any of the Letters of Credit or other instruments at any time evidencing any thereof.

" **Obligor** " has the meaning assigned to such term in Article XIII .

" **OFAC** " means the Office of Foreign Assets Control of the United States Department of the Treasury.

" **Organizational Documents** " means, with respect to a corporation, the certificate of incorporation, articles of incorporation and bylaws of such corporation; with respect to a limited partnership, the limited partnership agreement and certificate of limited partnership of such limited partnership; with respect to a joint venture, the joint venture agreement establishing such joint venture; with respect to a limited liability company, the articles of organization or certificate of formation and regulations or limited liability company agreement of such limited liability company; with respect to an unlimited liability company, the memorandum of association and articles of association and the certificate of incorporation of such company; and with respect to a trust, the instrument establishing such trust; in each case including any and all modifications thereof as of the date of the Loan Document referring to such Organizational Document and any and all future modifications thereof, and with respect to the German Loan Parties, in each case the equivalent documents under applicable laws.

" **Original Closing Date** " shall have the meaning specified in the recitals of this Agreement.

" **Original Credit Agreement** " shall have the meaning specified in the recitals of this Agreement.

" **Original Currency** " has the meaning assigned to such term in Section 2.18 .

" **Other Connection Taxes** " means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Taxes (other than a connection arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced, any

Loan Document, or sold or assigned an interest in any Loan, Letter of Credit or any Loan Document).

" **Other Taxes** " means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19).

" **Overnight Foreign Currency Rate** " means, for any amount payable in a Foreign Currency, the rate of interest per annum as determined by the Administrative Agent at which overnight or weekend deposits in the relevant currency (or if such amount due remains unpaid for more than three (3) Business Days, then for such other period of time as the Administrative Agent may elect) for delivery in immediately available and freely transferable funds would be offered by the Administrative Agent to major banks in the interbank market upon request of such major banks for the relevant currency as determined above and in an amount comparable to the unpaid principal amount of the related Credit Event, plus any taxes, levies, imposts, duties, deductions, charges or withholdings imposed upon, or charged to, the Administrative Agent by any relevant correspondent bank in respect of such amount in such relevant currency.

" **Overnight LIBO Rate** " means the LIBO Rate for overnight deposits displayed in LIBOR01, but in the event that such rate does not appear in LIBOR 01, an amount approximately equal to the amount with respect to which such rate is being determined, would be offered for such day by a branch or Affiliate of the Administrative Agent in the London interbank market for such amount to major banks in the London interbank market; provided that, if any Overnight LIBO Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

" **Parallel Debt** " has the meaning assigned to such term in Section 8.09(d) .

" **Parent** " means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

" **Participant** " has the meaning assigned to such term in Section 9.04(c) .

" **Participant Register** " has the meaning assigned to such term in Section 9.04(c) .

" **Participating Member State** " means any member state of the European Union that has the Euro as its lawful currency in accordance with legislation of the European Union relating to economic and monetary union.

" **Patents** " shall have the meaning specified for such term in the definition of "Intellectual Property."

" **Payment Condition** " means, with respect to any proposed Stock Repurchases or any proposed Cash Dividends on any date, a condition that is satisfied if, after giving effect to such proposed Stock Repurchase or Cash Dividend as if it occurred on the first day of the applicable

Pro Forma Period, the pro forma Aggregate Availability shall be greater than or equal to the greater of (a) $25,000,000 and (b) 12.5% of the Aggregate Commitment at all times during such Pro Forma Period.

" **PBGC** " means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

" **Perfection Certificate** " means a certificate in the form of Exhibit G attached hereto or any other form approved by the Administrative Agent, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by each Loan Party on the date hereof.

" **Permitted Affiliate Transactions** " shall mean any of the following: (a) transactions between Loan Parties; (b) transactions between the Excluded Subsidiaries; (c) transactions between Loan Parties and Excluded Subsidiaries; (d) customary directors' fees, customary directors' indemnifications and similar arrangements for officers and directors of the Loan Parties and the Excluded Subsidiaries entered into in the ordinary course of business, together with any payments made under any such indemnification arrangements; provided , that any of the foregoing owed to directors and officers of the Excluded Subsidiaries are only payable and paid by the Excluded Subsidiaries; (e) (i) customary and reasonable loans, advances and reimbursements to officers, directors and employees of the Loan Parties and Excluded Subsidiaries for travel, entertainment, moving and other relocation expenses, in each case made in the ordinary course of business, and (ii) with regard to the German Loan Parties, customary loans to employees; provided , that any of the foregoing owed to officers, directors and employees of the Excluded Subsidiaries are only payable and paid by the Excluded Subsidiaries; (f) the incurrence of inter-company Indebtedness permitted pursuant to Section 6.01(f) and Section 6.01(p) hereof and Contingent Obligations permitted pursuant to Section 6.01(g) hereof, (g) employment agreements and arrangements entered into with directors, officers and employees of the Loan Parties or the Excluded Subsidiaries in the ordinary course of business; provided , that any obligations under any of the foregoing owed to directors, officers and employees of the Excluded Subsidiaries are only obligations of the Excluded Subsidiaries and are only paid by the Excluded Subsidiaries; and (h) other transactions, contracts or agreements existing on the Effective Date and which are set forth on Schedule 6.06 attached hereto, together with any renewals and extensions of such existing transactions, contracts or agreements, so long as such renewals and extensions are upon terms and conditions substantially identical to the terms and conditions set forth in such existing transactions, contracts and agreements (or otherwise

no less favorable to the Loan Parties, as applicable), and such other transactions, contracts or agreements with respect to the Excluded Subsidiaries entered into after the Effective Date, which (i) either (A) contain terms and conditions substantially similar to those transactions, contracts and agreements listed on Schedule 6.06 attached hereto or (B) are transactions, contracts or agreements customarily entered into by public companies for the provision of administrative services to their related companies (including, without limitation, legal, accounting, treasury, tax, human resources, billing and collection, accounts payable, risk management, compliance and other similar administrative services), and (ii) have been approved by the Administrative Agent in its reasonable discretion. Where any costs, expenses, fees or other payments to directors, officers or employees described herein are required to be made by, or to be obligations solely of, Excluded Subsidiaries, such amounts may be either paid directly

by the Excluded Subsidiaries, or paid by any Loan Party and reimbursed in cash by Excluded Subsidiaries in the ordinary course of business which, in any event, shall not be longer than 60 days after such payment is made. In the event such costs, expenses, fees or other payments relate both to the Loan Parties and to one or more Excluded Subsidiaries, the Company shall be entitled to make a reasonable, good faith allocation of such amounts as between the affected Loan Parties, on the one hand, and the affected Excluded Subsidiaries on the other.

" **Permitted Investment Securities** " means each of the following, to the extent the same is pledged as additional Collateral hereunder and is subject to a first priority perfected Lien in favor of the Administrative Agent for the ratable benefit of the Secured Parties:

(a) readily marketable, direct obligations of the United States, any member of the European Union or any agency or wholly-owned corporation thereof which are backed by the full faith and credit of the United States or European Union, as applicable, maturing within one (1) year after the date of acquisition thereof;

(b) certificates of deposit, commercial paper (if rated no lower than A-1 by S&P or P-1 by Moody's) or other short-term direct obligations, maturing not more than six months after the date of acquisition, issued by Chase or any other domestic financial institution having capital and surplus in excess of $5,000,000,000;

(c) money market mutual funds that have aggregate assets of at least $5,000,000,000;

(d) instruments equivalent to those referred to in clauses (a) through (c) above denominated in any Agreed Currency and commonly used by corporations for cash management purposes in any jurisdiction outside the United States to the extent reasonably required in connection with any business conducted by any Subsidiary organized in such jurisdiction; and

(e) other Investments mutually agreed to in writing by the applicable Borrower Representative and the Administrative Agent.

" **Permitted Offshore Acquisitions** " means any Acquisition by NP International HoldCo after the Effective Date, either directly or indirectly through one of more of its subsidiaries that are Foreign Subsidiaries, of all or a substantial part of the assets of any Person, or of the Equity Interests or similar interests in any Person, that is permitted under the provisions of Section 6.04 of this Agreement.

" **Person** " means any natural person, firm, corporation, limited liability company, trust, joint venture, association, company, unlimited liability company, partnership, Governmental Authority or other entity (whether or not having separate legal personality).

" **Plan** " means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which any Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

" **Platform** " means ClearPar®, Debt Domain, Intralinks, Syndtrak or a substantially similar Electronic System.

" **Pledged Cash** " means, on any date, the aggregate amount of cash on deposit in the Special Cash Collateral Account on such date.

" **Prime Rate** " means the rate of interest per annum publicly announced from time to time by Chase as its prime rate in effect at its principal offices in New York City (which is not necessarily the lowest rate charged to any customer). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

" **Pro Forma Period** " means the period commencing sixty (60) days prior to the date of any proposed Stock Repurchase or Cash Dividend and ending on the date of such proposed designated action.

" **Prohibited Transaction** " means any non-exempt transaction set forth in Section 406 of ERISA or Section 4975 of the Code.

" **Proper Form** " means in form and substance satisfactory to the Administrative Agent as of the time of delivery and execution.

" **Property** " shall mean any interest in any kind of property or asset, whether real, personal or mixed, tangible or intangible.

" **Protective Advance** " has the meaning assigned to such term in Section 2.04 .

" **Qualified ECP Guarantor** " means, in respect of any Specified Swap Obligation, each Loan Party that has total assets exceeding $10,000,000 at the time the relevant Loan Guaranty or grant of the relevant security interest becomes or would become effective with respect to such Specified Swap Obligation or such other Person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another Person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

" **Quarterly Domestic Equipment Component Amortization Amount** " means $460,245, as such amount shall be adjusted by the Administrative Agent (a) upon the consummation of Dispositions of Eligible Equipment owned by the Domestic Borrowers on the Effective Date and (b) at such time as any Equipment which was previously Eligible Equipment ceases to be Eligible Equipment hereunder, by the applicable percentage of the Net Recovery Value Percentage of the Property so disposed of or the Equipment which has ceased to be Eligible Equipment hereunder, as applicable.

" **Quarterly Domestic Real Estate Component Amortization Amount** " means $470,344, as such amount shall be adjusted by the Administrative Agent upon the consummation of Dispositions of Effective Date Mortgaged Properties consisting of Eligible Real Estate owned by the Domestic Borrowers on the Effective Date and at such time as any Real Property Asset which was previously Eligible Real Estate ceases to be Eligible Real Estate hereunder, in each case, by the applicable percentage of the Net Recovery Value Percentage of the Property so

disposed of or the Real Property Asset which has ceased to be Eligible Real Estate hereunder, as applicable.

" **Quarterly German Equipment Component Amortization Amount** " means $952,000, as such amount shall be adjusted by the Administrative Agent (a) upon the consummation of Dispositions of Eligible Equipment owned by the German Borrowers on the Effective Date and (b) at such time as any Equipment which was previously Eligible Equipment ceases to be Eligible Equipment hereunder, by the applicable percentage of the Net Recovery Value Percentage of the Property so disposed of or the Equipment which has ceased to be Eligible Equipment hereunder, as applicable; provided that for purposes of calculating the German Equipment Component for each German Borrower if a German Separate Borrowing Base Trigger Period is in effect, the initial German Equipment Component for German Borrower B and German Borrower C is $228,000 and $724,000, respectively, and shall reduce on a proportionate basis as provided above.

" **Quarterly German Real Estate Component Amortization Amount** " means $398,319, as such amount shall be adjusted by the Administrative Agent upon the consummation of Dispositions of Effective Date Mortgaged Properties consisting of Eligible Real Estate owned by the German Borrowers on the Effective Date and at such time as any Real Property Asset which was previously Eligible Real Estate ceases to be Eligible Real Estate hereunder, in each case, by the applicable percentage of the Net Recovery Value Percentage of the Property so disposed of or the Real Property Asset which has ceased to be Eligible Real Estate hereunder, as applicable; provided that for purposes of calculating the German Real Estate Component for each German Borrower if a German Separate Borrowing Base Trigger Period is in effect, the initial German Real Estate Component for German Borrower D and German Borrower E is $42,776 and $355,543, respectively, and shall reduce on a proportionate basis as provided above.

" **Quarterly Unaudited Financial Statements** " means the financial statements of the Company and its Subsidiaries, including all notes thereto, which statements shall include (a) a balance sheet as of the end of the respective fiscal quarter, as applicable, (b) a statement of operations for such respective fiscal quarter, as applicable, and for the fiscal year to date, subject to normal year-end adjustments, all setting forth in comparative form the corresponding figures for the corresponding period of the preceding fiscal year and (c) a statement of cash flows for the fiscal year to date, subject to normal year-end adjustments, setting forth in comparative form the corresponding figures in the corresponding period of the preceding fiscal year, all prepared in reasonable detail and in accordance with GAAP and certified by a Financial Officer of the Company as fairly and accurately presenting in all material respects the financial condition and results of operations of the Loan Parties and their Subsidiaries, on a Consolidated basis, at the dates and for the periods indicated therein, subject to normal year-end adjustments.

" **Real Property Asset** " means, at any time of determination, any fee ownership or leasehold interest of any Loan Party in or to any real Property.

" **Receivables** " means and include all of the accounts, instruments, documents, chattel paper and general intangibles of the Loan Parties, whether secured or unsecured, whether now existing or hereafter created or arising, and whether or not specifically assigned to the Administrative Agent for the ratable benefit of the Secured Parties.

" **Recipient** " means (a) the Administrative Agent, (b) any Lender and (c) the Issuing Bank, or any of the foregoing or any combination thereof (as the context requires).

" **Refinancing Indebtedness** " means any Indebtedness of the Loan Parties or any of their Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund, other Indebtedness of such Person, provided , that :

(a) the principal amount of such Refinancing Indebtedness does not exceed the sum of (i) the then outstanding principal amount of the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded, (ii) the amount of accrued but unpaid interest on the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded and (iii) the reasonable and customary transactional costs and expenses incurred by the Loan Parties in connection with incurring such Refinancing Indebtedness;

(b) the interest rate or rates to accrue under such Refinancing Indebtedness do not exceed the market interest rate or rates as of the time of the issuance or incurrence of such Refinancing Indebtedness then accruing on the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded;

(c) such extension, refinancing, renewal, replacement defeasance or refunding does not result in a shortening of the average weighted maturity of the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded (and, with respect to the Senior Notes, such extension, refinancing, renewal, replacement defeasance or refunding does not result in any principal amount owing with respect of such Refinancing Indebtedness becoming due earlier than the date that is 90 days following the Maturity Date);

(d) the subordination provisions (with respect to any Subordinated Indebtedness) and collateral security provisions (or absence thereof) of such Refinancing Indebtedness are in each case, as determined by the Administrative Agent in its sole discretion, substantially the same as, or more favorable to the applicable Loan Party and/or Subsidiary as those in the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded;

(e) the covenants, defaults, remedies and other terms of such Refinancing Indebtedness are in each case, as determined by the Administrative Agent in its sole discretion, substantially the same as, or not materially less favorable to the applicable Loan Party and/or Subsidiary as those in the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded; and

(f) no Default or Event of Default has occurred and is continuing or would result from the issuance or origination of such Refinancing Indebtedness.

" **Register** " has the meaning assigned to such term in Section 9.04 .

" **Regulation** " means the Council of the European Union Regulations No. 1346/2000 on Insolvency Proceedings.

" **Related Parties** " means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, general partners, trustees, managers, administrators, representatives and agents of such Person and such Person's Affiliates.

" **Release** " means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, disposing or dumping of any substance into the environment.

" **Relevant Party** " has the meaning assigned to such term in Section 2.17(h) .

" **Rent and Charges Reserves** " means reserves for rent (other than ground rent payable to Leiss GmbH & Co. KG) at locations leased by any Loan Party from a non-Loan Party and for consignee's, warehousemen's and bailee's charges (but only for locations where Eligible Inventory or Eligible Equipment is located) not to exceed three months' rent and other charges payable by such Loan Party under the applicable lease or other agreement.

" **Report** " means reports prepared by the Administrative Agent or another Person showing the results of appraisals, field examinations or audits pertaining to the assets of the Loan Parties from information furnished by or on behalf of the Borrowers, after the Administrative Agent has exercised its rights of inspection pursuant to this Agreement, which Reports may be distributed to the Lenders by the Administrative Agent.

" **Reporting Trigger Period** " means, any period of time, commencing with the date on which Aggregate Availability is less than the greater of (a) 12.5% of the Aggregate Commitment and (b) $25,000,000, and continuing until such subsequent date on which the Aggregate Availability has exceeded the greater of (i) 17.5% of the Aggregate Commitment and (ii) $35,000,000 for sixty (60) consecutive days and no Default or Event of Default has occurred and is continuing during such sixty (60) day period.

" **Required Lenders** " means, at any time, Lenders (other than Defaulting Lenders) having Credit Exposures and unused Commitments representing more than 50% of the sum of the Aggregate Credit Exposure and unused Commitments at such time; provided that, for purposes of declaring the Loans to be due and payable pursuant to Article VII , and for all purposes after the Loans become due and payable pursuant to Article VII or the Commitments expire or terminate, then, as to each Lender, clause (a) of the definition of Swingline Exposure shall only be applicable for purposes of determining its Revolving Exposure to the extent such Lender shall have funded its participation in the applicable Swingline Loans outstanding .

" **Requirements of Law** " means, with respect to any Person, (a) the charter, articles or certificate of organization or incorporation and bylaws, constitutional documents, articles of association, memorandum of association or other organizational or governing documents of such Person and (b) any statute, law (including common law), treaty, rule, regulation, code, ordinance, order, decree, writ, judgment, injunction or determination of any arbitrator or court or other Governmental Authority (including Environmental Laws and Anti-Corruption Laws), in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

" **Requirements of Environmental Law** " means all requirements imposed by any Environmental Law. Requirement of Environmental Law shall mean any one of them.

" **Reserves** " means the sum, without duplication, of (a) Banking Services Reserves, (b) Rent and Charges Reserves, (c) reserves for "extended" or "extendable" retention of title arrangements, (d) reserves for dilution of Receivables (to the extent dilution exceeds 5%), (e) reserves for Inventory shrinkage, (f) reserves for Swap Agreement Obligations, (g) reserves for Taxes (including VAT) owing and unpaid, (h) the Net Asset Reserve, (i) the Ground Rent Reserve, (j) the Local Authority Reserve, (k) reserves for fees payable to an insolvency administrator pursuant to Section 171 of the German Insolvency Code (or relevant successor provision) and (l) such additional reserves, in such amounts and with respect to such matters, as the Administrative Agent deems necessary, in its reasonable credit judgment, to maintain; provided that, notwithstanding the foregoing, Reserves shall not be in duplication of eligibility criteria. Such Reserves (other than the Net Asset Reserve), if established by the Administrative Agent from time to time, shall apply only to the Borrowing Bases to which the facts and circumstances giving rise to such Reserves relate. For example and without limitation, a Reserve established for excess dilution pertaining to Receivables of any German Borrower would apply solely to the German Borrowing Base.

" **Responsible Officer** " means, with respect to any Person, the president, chief financial officer, treasurer, controller, or general counsel of such Person.

" **Revolving Exposure** " means, with respect to any Lender at any time, the sum of the U.S. Dollar Amount of the outstanding principal amount of such Lender's Revolving Loans, LC Exposure and Swingline Exposure at such time.

" **Revolving Exposure Limitations** " has the meaning set forth in Section 2.01 .

" **Revolving Loan** " means a Loan made pursuant to Section 2.01 .

" **S&P** " means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business.

" **Sanctioned Country** " means, at any time, a country or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Cuba, Iran, North Korea, Sudan and Syria).

" **Sanctioned Person** " means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the or by the United Nations Security Council, the European Union or any European Union member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

" **Sanctions** " means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or (b) the United Nations Security Council, the European Union, any European Union member state or Her Majesty's Treasury of the U.K.

" **Scheduled Principal Payments** " means, with respect to any Person for any period, the aggregate amount of regularly scheduled payments of principal, if any, in respect of funded Indebtedness (including the principal component of any payments in respect of Capital Lease Obligations) paid or required to be paid by such Person and its Consolidated Subsidiaries during such period.

" **SEC** " means the Securities and Exchange Commission of the U.S.

" **Secured Obligations** " means all Obligations, together with all (a) Banking Services Obligations and (b) Swap Agreement Obligations owing to one or more Lenders or their respective Affiliates; provided , however , that the definition of "Secured Obligations" shall not create any guarantee by any Loan Party of (or grant of security interest by any Loan Party to support, as applicable) any Excluded Swap Obligations of such Loan Party for purposes of determining any obligations of any Loan Party.

" **Secured Parties** " means (a) the Administrative Agent, (b) the Lenders, (c) the Issuing Banks, (d) each provider of Banking Services, to the extent the Banking Services Obligations in respect thereof constitute Secured Obligations, (e) each counterparty to any Swap Agreement, to the extent the obligations thereunder constitute Secured Obligations, (f) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, and (g) the successors and assigns of each of the foregoing.

" **Senior Note Documents** " means any and all agreements, instruments and other documents pursuant to which the Senior Notes have been or will be issued or otherwise setting forth the terms of the Senior Notes, the Senior Note Indenture and the obligations with respect thereto, including any guaranty agreements, bank product agreements or hedging agreements related thereto, all ancillary agreements as to which any agent, trustee or lender is a party or a beneficiary and all other agreements, instruments, documents and certificates executed in connection with any of the foregoing, in each case as such agreement, instrument or other document may be amended, restated, supplemented, refunded, replaced or otherwise modified from time to time in accordance with the terms thereof.

" **Senior Notes** " means the 5.25% senior notes of the Company due 2021, issued pursuant to the Senior Note Indenture.

" **Senior Note Indenture** " means the Indenture, dated as of May 23, 2013, among the Company, the Subsidiaries of the Company party thereto, and The Bank of New York Mellon Trust Company, N.A., as Trustee.

" **Significant Excluded Subsidiary** " means any Excluded Subsidiary that, at the time of determination, would constitute a "significant subsidiary" of the Company within the meaning of Rule 1-02 of Regulation S-X promulgated by the Securities and Exchange Commission as in effect on the Effective Date; provided , however , that any references to "10 percent" in the tests contained in sections w(1) and w(2) thereof shall be replaced with references to "2.5 percent".

" **Special Cash Collateral Account** " means that certain deposit account identified by the Domestic Borrower Representative, established or to be established with JPMorgan Chase Bank, N.A. or one of its Affiliates, into which the Domestic Borrowers deposit certain proceeds

received by them from the Disposition of Property pursuant to Section 2.18(b) ; provided that such deposit account is subject to an account control agreement and/or such other Domestic Collateral Documents required by the Administrative Agent, each in form and substance satisfactory to the Administrative Agent, pursuant to which the Administrative Agent has (i) been granted a first priority Lien on and security interest in such account and all cash held from time to time therein and (ii) sole control over the amounts held from time to time therein, and which is otherwise maintained as provided in Section 2.25 .

" **Specified Swap Obligation** " means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act or any rules or regulations promulgated thereunder.

" **Standby Letters of Credit** " means all standby letters of credit issued by the Issuing Bank for the account or liability of any Borrower pursuant to the terms set forth in this Agreement and shall include all standby letters of credit which are Existing Letters of Credit.

" **Statutory Reserve Rate** " means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve, liquid asset, fees or similar requirements (including any marginal, special, emergency or supplemental reserves or other requirements) established by any central bank, monetary authority, the Board, the Financial Conduct Authority, the Prudential Regulation Authority, the European Central Bank or other Governmental Authority for any category of deposits or liabilities customarily used to fund loans in the applicable currency, expressed in the case of each such requirement as a decimal. Such reserve, liquid asset, fees or similar requirements shall include those imposed pursuant to Regulation D of the Board. Eurocurrency Loans shall be deemed to be subject to such reserve, liquid asset, fee or similar requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under any applicable law, rule or regulation, including Regulation D of the Board. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve, liquid asset or similar requirement.

" **Sterling** " or " **£** " means the lawful currency of the U.K.

" **Stock Repurchases** " means, with respect to any period, all cash purchases by the Company of its common stock made during such period.

" **Subordinated Indebtedness** " means, with respect to any Loan Party or any of their Subsidiaries, Indebtedness subordinated in right of payment to such Loan Party's or such Subsidiary's monetary Secured Obligations on terms satisfactory to and approved in writing by the Administrative Agent and the Required Lenders, in their reasonable credit judgment, so long as all other terms thereof (including without limitation, regularly scheduled payments and financial and negative covenants) are satisfactory to and approved in writing by the Administrative Agent and the Required Lenders, in their reasonable credit judgment.

" **subsidiary** " means, with respect to any Person (the " **parent** ") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of

which would be consolidated with those of the parent in the parent's Consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

" **Subsidiary** " means any direct or indirect subsidiary of the Company or a Loan Party, as applicable.

" **Supplier** " has the meaning assigned to such term in Section 2.17(h) .

" **Swap Agreement** " means any agreement with respect to any swap, forward, spot, future, credit default or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that, no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrowers or their Subsidiaries shall be a Swap Agreement.

" **Swap Agreement Obligations** " means any and all obligations of the Loan Parties (or any Subsidiaries of the Loan Parties if the applicable Borrower Representative has provided written notice to the Administrative Agent of the services in favor of such Subsidiaries to be secured), whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Swap Agreements permitted hereunder with a Lender or an Affiliate of a Lender, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any such Swap Agreement transaction.

" **Swap Agreement Obligation Amount** " means, with respect to any Swap Agreement Obligation, the "derivative risk equivalent" (or equivalent figure) for such Swap Agreement Obligation as of the end of the preceding calendar month (or other period as provided herein), being a figure calculated to provide an exposure measure for derivative obligations comparable with that of loans, in each case calculated based upon a methodology reported to the Administrative Agent in accordance with the terms hereof and acceptable to the Administrative Agent in its reasonable credit judgment. In the event that no Swap Agreement Obligation Amount is reported as provided herein for any Swap Agreement Obligation for any period, the Administrative Agent may use the most recently reported Swap Agreement Obligation Amount for such Swap Agreement Obligation, as adjusted in the Administrative Agent's reasonable credit judgment.

" **Swap Agreement Obligations Aggregate Amount** " means at any time, with respect to Swap Agreement Obligations that are Secured Obligations hereunder, an amount equal to the

sum at such time of all Swap Agreement Obligation Amounts associated with all such Swap Agreement Obligations.

" **Swingline Commitment** " means the amount set forth opposite Chase's name as the Swingline Lender for the Domestic Borrowers and the German Borrowers, as applicable, on the Commitment Schedule as its Swingline Commitment.

" **Swingline Exposure** " means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Lender (with the Swingline Exposure of each Lender calculated assuming that all of the Lenders have funded their participations in all Swingline Loans outstanding at such time) at any time shall be the sum of (a) its Applicable Percentage of the total Swingline Exposure at such time other than with respect to any Swingline Loans made by such Lender in its capacity as the Swingline Lender and (b) the principal amount of all Swingline Loans made by such Lender in its capacity as the Swingline Lender outstanding at such time (less the amount of participations funded by the other Domestic Tranche Lenders or the other German Tranche Lenders in such applicable Swingline Loans) .

" **Swingline Lender** " means JPMorgan Chase Bank, N.A., in its capacity as lender of Swingline Loans hereunder.

" **Swingline Loan** " means a Loan made pursuant to Section 2.05 .

" **Syndication Agent** " means Bank of America, N.A. in its capacity as syndication agent for the credit facility evidenced by this Agreement.

" **Synthetic Lease** " means any lease of (or other arrangement conveying the right to use) real or personal Property, or a combination thereof, which lease or other arrangement is required or is permitted to be classified and accounted for as an operating lease under GAAP but which is intended by the parties thereto for tax, bankruptcy, regulatory, commercial law, real estate law and all other purposes as a financing arrangement.

" **TARGET2** " means the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system (or, if such payment system ceases to be operative, such other payment system (if any) reasonably determined by the Administrative Agent to be a suitable replacement) for the settlement of payments in Euro.

" **Taxes** " means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

" **Title Company** " means First American Title Insurance Company or one or more other title insurance companies reasonably satisfactory to the Administrative Agent.

" **Transactions** " means, collectively, the execution, delivery and performance by the Loan Parties of this Agreement and the other Loan Documents, the borrowing of Loans and other credit extensions, the use of the proceeds thereof and the issuance of Letters of Credit hereunder.

[EXPLANATORY NOTE: "*" indicates the portion of this exhibit that has been omitted and separately filed with the Securities and Exchange Commission pursuant to a request for confidential treatment.]**

" **Trade Letters of Credit** " means all trade or documentary letters of credit issued by the Issuing Bank for the account or liability of any Borrower pursuant to the terms set forth in this Agreement and shall include all trade or documentary letters of credit which are Existing Letters of Credit.

" **Trademarks** " shall have the meaning specified for such term in the definition of "Intellectual Property."

" **Tri-Party Agreements** " collectively means tri-party agreements, in Proper Form, to be executed and delivered by and among the Administrative Agent, the Loan Parties required by the Administrative Agent and the applicable financial institutions described in Section II of the Perfection Certificate, together with all modifications and/or replacements thereof which are approved in writing by the Administrative Agent, for purposes of (a) evidencing control by the Administrative Agent in one or more deposit accounts (including Collection Accounts) maintained by the applicable Loan Parties with any such specified financial institution, in the case of the Administrative Agent, for purposes of perfection of the Administrative Agent's Lien in such deposit accounts for the ratable benefit of the applicable Secured Parties, and (b) with respect to deposit accounts constituting Collection Accounts, facilitating the collection of Receivables in accordance with the terms of Section 5.15 hereof.

" **Trigger Period Notice** " means a notice from the Administrative Agent to the Borrower Representatives, given at its own election or at the direction of the Required Lenders, stating that a German Separate Borrowing Base Trigger Period is being implemented, because either (a) an Event of Default caused by an action or omission of a German Loan Party has occurred and is continuing (which Event of Default shall be described with reasonable specificity in such notice), or (b) any German EAV registered in the relevant competent commercial register as of or in due course after the Effective Date, is no longer in full force and effect whether by reason of a voluntary termination thereof, the invalidation thereof by a ruling of a court of competent jurisdiction or otherwise ***.

" **True-Up Loans** " shall have the meaning specified in Section 4.01 .

" **Type** ", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate, Alternate Base Rate or Overnight LIBO Rate.

" **UCC** " means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

" **U.K.** " means, collectively, the United Kingdom of Great Britain and Northern Ireland.

" **Unliquidated Obligations** " means, at any time, any Secured Obligations (or portion thereof) that are contingent in nature or unliquidated at such time, including any Secured

Obligation that is: (a) an obligation to reimburse a bank for drawings not yet made under a letter of credit issued by it; (b) any other obligation (including any guarantee) that is contingent in nature at such time; or (c) an obligation to provide collateral to secure any of the foregoing types of obligations.

" **Unused Commitment** " means, at any time, the Aggregate Commitment minus the Aggregate Revolving Exposure.

" **U.S.** " or " **United States** " means the United States of America.

" **U.S. Dollar Amount** " of any currency at any date shall mean (a) the amount of such currency if such currency is U.S. Dollars or (b) the equivalent amount thereof in U.S. Dollars if such currency is a Foreign Currency, calculated on the basis of the Exchange Rate for such currency, on or as of the most recent Computation Date provided for in Section 1.06 .

" **U.S. Dollars** " or " **$** " refers to lawful money of the U.S.

" **U.S. Person** " means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

" **U.S. Tax Compliance Certificate** " has the meaning assigned to such term in Section 2.17(f)(ii)(B)(3) .

" **USA PATRIOT Act** " means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

" **VAT** " means (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in clause (a) of this definition or imposed elsewhere.

" **Wholly-Owned Subsidiary** " of any Person shall mean a Subsidiary of such Person, all of the Equity Interests of which are owned by such Person or another Wholly-Owned Subsidiary of such Person.

" **Withdrawal Liability** " means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

" **Withholding Agent** " means any Loan Party and the Administrative Agent.

SECTION 1.02 Classification of Loans and Borrowings . For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a " **Revolving Loan** ") or by Type (e.g., a " **Eurocurrency Loan** ") or by Class and Type (e.g., a " **Eurocurrency Revolving Loan** "). Borrowings also may be classified and referred to by Class (e.g., a " **Revolving Borrowing** ") or by Type (e.g., a " **Eurocurrency Borrowing** ") or by Class and Type (e.g., a " **Eurocurrency Revolving Borrowing** ").

SECTION 1.03 Terms Generally . The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "law" shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply) and all judgments, orders and decrees of all Governmental Authorities. The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to any restrictions on assignments set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (f) any reference in any definition to the phrase "at any time" or "for any period" shall refer to the same time or period for all calculations or determinations within such definition, and (g) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.04 Accounting Terms; GAAP . Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if after the date hereof there occurs any change in GAAP or in the application thereof on the operation of any provision hereof and the Company notifies the Administrative Agent that the Company requests an amendment to any provision hereof to eliminate the effect of such change in GAAP or in the application thereof (or if the Administrative Agent notifies the Company that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith, and the Company, the Administrative Agent and the Required Lenders agree to negotiate such modification in good faith as soon as practical as reasonably requested by the Company or the Administrative Agent in order to preserve the original intent of such provision in light of such change in GAAP; provided, further that any change in GAAP occurring after the date hereof that would require operating leases to be treated as capital leases shall be disregarded (including for any additional leases entered into following the date of such change in GAAP). Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of

amounts and ratios referred to herein shall be made (i) without giving effect to any election under Financial Accounting Standards Board Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Company or any Subsidiary at "fair value", as defined therein, and (ii) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Financial Accounting Standards Board Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

SECTION 1.05 Status of Obligations . In the event that any Borrower or any other Loan Party shall at any time issue or have outstanding any Subordinated Indebtedness, such Borrower shall take or cause such other Loan Party to take all such actions as shall be necessary to cause the Secured Obligations to constitute senior indebtedness (however denominated) in respect of such Subordinated Indebtedness and to enable the Administrative Agent and the Lenders to have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness. Without limiting the foregoing, the Secured Obligations are hereby designated as "senior indebtedness" and as "designated senior indebtedness" and words of similar import under and in respect of any indenture or other agreement or instrument under which such Subordinated Indebtedness is outstanding and are further given all such other designations as shall be required under the terms of any such Subordinated Indebtedness in order that the Lenders may have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness.

SECTION 1.06 Determination of U.S. Dollar Amounts . The Administrative Agent will determine the U.S. Dollar Amount of:

(a) each Eurocurrency Borrowing in a Foreign Currency as of the date two (2) Business Days prior to the date of such Borrowing or, if applicable, the date of conversion/continuation of any Borrowing as a Eurocurrency Borrowing in a Foreign Currency,

(b) the LC Exposure as of the date of each request for the issuance, amendment, renewal or extension of any Letter of Credit, and

(c) all outstanding Credit Events on and as of the last Business Day of each calendar quarter and, during the continuation of an Event of Default, on any other Business Day elected by the Administrative Agent in its sole discretion or upon instruction by the Required Lenders.

Each day upon or as of which the Administrative Agent determines U.S. Dollar Amounts as described in the preceding clauses (a), (b) and (c) is herein described as a " **Computation Date** " with respect to each Credit Event for which a U.S. Dollar Amount is determined on or as of such day.

ARTICLE II

THE CREDITS

SECTION 2.01 Commitments . Subject to the terms and conditions set forth herein, (a) each Domestic Tranche Lender severally (and not jointly) agrees to make Domestic Tranche Revolving Loans in U.S. Dollars to the Domestic Borrowers and (b) each German Tranche Lender severally (and not jointly) agrees to make German Tranche Revolving Loans in U.S. Dollars, Euro and Sterling to the German Borrower Representative while there is a German Combined Borrowing Base and, at all other times, to the German Borrowers, in each case, from time to time during the Availability Period if, after giving effect thereto:

(i) each Domestic Tranche Lender's Domestic Tranche Revolving Exposure would not exceed such Lender's Domestic Tranche Commitment;

(ii) each German Tranche Lender's German Tranche Revolving Exposure would not exceed such Lender's German Tranche Commitment;

(iii) the aggregate Domestic Tranche Revolving Exposures of all Domestic Tranche Lenders would not exceed an amount equal to the lesser of (x) the Domestic Tranche Commitment and (y) the Domestic Borrowing Base;

(iv) the aggregate German Tranche Revolving Exposures of all German Tranche Lenders would not exceed an amount equal to the lesser of (x) the German Tranche Commitment and (y) the German Combined Borrowing Base; provided that if a German Separate Borrowing Base Trigger Period is in effect, then none of the German Borrower A Excess Utilization, German Borrower B Excess Utilization, German Borrower C Excess Utilization, German Borrower D Excess Utilization or the German Borrower E Excess Utilization would be greater than zero;

subject, in each case, to the Administrative Agent's authority, in its sole discretion, to make Protective Advances pursuant to the terms of Section 2.04 . Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Revolving Loans. The limitations on Borrowings referred to in clauses (i) through (iv) above are referred to collectively as the " **Revolving Exposure Limitations** ".

SECTION 2.02 Loans and Borrowings . (a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that, the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required. Any Protective Advance or Swingline Loan shall be made in accordance with the procedures set forth in Sections 2.04 and 2.05 .

(b) Subject to Section 2.14 , (i) each Revolving Borrowing denominated in U.S. Dollars and made to the Domestic Borrowers shall be comprised entirely of ABR Loans or Eurocurrency Loans, and (ii) each Revolving Borrowing denominated in U.S. Dollars, Sterling

or Euro and made to any German Borrower shall be comprised entirely of Eurocurrency Loans, in each case, as the applicable Borrower Representative may request in accordance herewith. Each Swingline Loan made to the Domestic Borrowers shall be denominated in U.S. Dollars and shall be an ABR Loan. Each Swingline Loan made to any German Borrower shall be denominated in U.S. Dollars, Sterling or Euro and shall be an Overnight LIBO Rate Borrowing. Each Lender at its option may make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan (and in the case of an Affiliate, the provisions of Sections 2.14 , 2.15 , 2.16 and 2.17 shall apply to such Affiliate to the same extent as to such Lender); provided that any exercise of such option shall not affect the obligation of the relevant Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Eurocurrency Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $1,000,000 (or, if such Borrowing is denominated in a Foreign Currency, 1,000,000 units of such currency) and not less than $3,000,000 (or, if such Borrowing is denominated in a Foreign Currency, 3,000,000 units of such currency). An ABR Borrowing may be in any amount. Borrowings of more than one Type and Class may be outstanding at the same time; provided that, there shall not be more than a total of five (5) Eurocurrency Borrowings collectively outstanding at any time.

(d) Notwithstanding any other provision of this Agreement, no Borrower shall be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03 Requests for Revolving Borrowings . To request a Revolving Borrowing, the applicable Borrower Representative shall notify the Administrative Agent of such request (a) by irrevocable written notice (via a written Borrowing Request signed by the applicable Borrower Representative promptly followed by telephonic confirmation of such request) in the case of a Eurocurrency Borrowing, not later than 12:00 p.m., Local Time, three (3) Business Days before the date of the proposed Borrowing or (b) by telephone in the case of an ABR Borrowing, not later than 1:00 p.m., Local Time, on the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or facsimile to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and signed by the applicable Borrower Representative. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02 :

(i) the name of the applicable Borrower(s);

(ii) the aggregate amount of the requested Borrowing and a breakdown of the separate wires comprising such Borrowing;

(iii) the date of such Borrowing, which shall be a Business Day;

(iv) whether such Borrowing is a Domestic Tranche Borrowing or a German Tranche Borrowing;

(v) whether such Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing; and

(vi) in the case of a Eurocurrency Borrowing to a German Borrower, the Agreed Currency of such Borrowing; and

(vii) in the case of a Eurocurrency Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period."

If no election as to the Type of Revolving Borrowing is specified, then (a) in the case of a Borrowing denominated in U.S. Dollars to the Domestic Borrowers, the requested Revolving Borrowing shall be an ABR Borrowing and (b) in the case of a Borrowing denominated in U.S. Dollars, Sterling or Euro to any German Borrower, the requested Revolving Borrowing shall be a Eurocurrency Borrowing. If no Interest Period is specified with respect to any requested Eurocurrency Borrowing, then the applicable Borrower Representative shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04 Protective Advances . (a) Subject to the limitations set forth below, the Administrative Agent is authorized by the Borrowers and the Lenders, from time to time in the Administrative Agent's sole discretion (but shall have absolutely no obligation to), to (i) make Loans (" **Domestic Protective Advances** ") to the Domestic Borrowers in U.S. Dollars on behalf of the Domestic Tranche Lenders, or (ii) make Loans (" **German Protective Advances** " and, together with the Domestic Protective Advances, the " **Protective Advances** ") to the German Borrowers in U.S. Dollars, Sterling or Euro on behalf of the German Tranche Lenders, in each case, which the Administrative Agent, in its reasonable credit judgment, deems necessary or desirable (A) to preserve or protect the Collateral, or any portion thereof, (B) to enhance the likelihood of, or maximize the amount of, repayment of the Loans and other Obligations, or (C) following a Default, to pay any other amount chargeable to or required to be paid by the Borrowers pursuant to the terms of this Agreement, including payments of reimbursable expenses (including costs, fees, and expenses as described in Section 9.03) and other sums payable under the Loan Documents; provided that, (1) the U.S. Dollar Amount of the aggregate amount of Protective Advances outstanding at any time and made on behalf of the German Tranche Lenders shall not exceed 5% of the aggregate German Tranche Commitments of all German Tranche Lenders at such time, (2) the U.S. Dollar Amount of the aggregate amount of Protective Advances outstanding at any time and made on behalf of the Domestic Tranche Lenders shall not exceed 5% of the aggregate Domestic Tranche Commitments of all Domestic Tranche Lenders at such time, (3) the aggregate amount of outstanding Protective Advances made on behalf of the Domestic Tranche Lenders plus the aggregate Domestic Tranche Revolving Exposures of all Domestic Tranche Lenders shall not exceed the aggregate Domestic Tranche Commitments of all Domestic Tranche Lenders and (4) the aggregate amount of outstanding Protective Advances made on behalf of the German Tranche Lenders plus the aggregate German Tranche Revolving Exposures of all German Tranche Lenders shall not exceed the aggregate German Tranche Commitments of all German Tranche Lenders. Protective Advances may be made even if the conditions precedent set forth in Section 4.02 have not been satisfied. The Protective Advances shall be secured by the Liens in favor of the Administrative Agent in and to the Collateral and shall constitute Obligations hereunder, provided that no

Collateral granted by any German Loan Party shall secure Domestic Protective Advances, and further provided that any such Lien granted by a German Loan Party shall be subject to Section 11.14. All Protective Advances made to the Domestic Borrowers shall be ABR Borrowings and all Protective Advances made to the German Borrowers shall be Overnight LIBO Rate Borrowings. The Administrative Agent's authorization to make Protective Advances may be revoked at any time by the Required Lenders. Any such revocation must be in writing and shall become effective prospectively upon the Administrative Agent's receipt thereof. At any time that the conditions precedent set forth in Section 4.02 have been satisfied, the Administrative Agent may request the Lenders to make a Revolving Loan to repay a Protective Advance. At any other time the Administrative Agent may require the Lenders to fund their risk participations described in Section 2.04(b).

(b) Upon the making of a Protective Advance by the Administrative Agent (whether before or after the occurrence of a Default), each Domestic Tranche Lender or German Tranche Lender, as applicable, shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Administrative Agent, without recourse or warranty, an undivided interest and participation in such Protective Advance in proportion to its Applicable Percentage. From and after the date, if any, on which any Lender is required to fund its participation in any Protective Advance purchased hereunder, the Administrative Agent shall promptly distribute to such Lender, such Lender's Applicable Percentage of all payments of principal and interest and all proceeds of Collateral received by the Administrative Agent in respect of such Protective Advance.

SECTION 2.05 Swingline Loans. (a) Subject to the terms and conditions set forth herein, the Swingline Lender agrees to (i) make Swingline Loans (" **Domestic Swingline Loans** ") in U.S. Dollars to the Domestic Borrowers on behalf of the Domestic Tranche Lenders, and (ii) make Swingline Loans (" **German Swingline Loans** " and, together with the Domestic Swingline Loans, the " **Swingline Loans** ") in U.S. Dollars, Sterling or Euro to the German Borrowers on behalf of the German Tranche Lenders, in each case, from time to time during the Availability Period so long as the making of any such Swingline Loan will not result in (A) the aggregate principal amount of outstanding Swingline Loans exceeding the Swingline Lender's Swingline Commitment for Domestic Swingline Loans or German Swingline Loans, as applicable, (B) the Swingline Lender's Revolving Exposure exceeding its Domestic Tranche Commitment or its German Tranche Commitment, as applicable, (C) the U.S. Dollar Amount of the aggregate principal amount of outstanding Domestic Swingline Loans exceeding $15,000,000, (D) the U.S. Dollar Amount of the aggregate principal amount of the outstanding German Swingline Loans exceeding $15,000,000 or (E) the failure to satisfy the Revolving Exposure Limitations; provided that the Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Swingline Loans. To request a Swingline Loan, the applicable Borrower Representative shall notify the Administrative Agent of such request (x) by telephone (confirmed by facsimile) or (y) in writing, in each case, not later than (1) 12:00 p.m., Local Time, on the day of a proposed Swingline Loan for any Domestic Borrower and (2) 11:00 a.m., Local Time, on the day of a proposed Swingline Loan for any German Borrower. Each such notice (whether by telephone or written) shall be irrevocable and shall specify (i) the Borrower requesting such Swingline Loan, (ii) the requested date (which shall be a Business Day) of such Swingline Loan,

(iii) in the case of a German Swingline Loan, the requested currency of such Swingline Loan and (iv) the amount of the requested Swingline Loan. The Administrative Agent will promptly advise the Swingline Lender of any such notice received from any Borrower Representative. The Swingline Lender shall make each Swingline Loan available to the Borrowers by means of a credit to the Funding Account(s) (or, in the case of a Swingline Loan made to finance the reimbursement of an LC Disbursement as provided in Section 2.06(e), by remittance to the Issuing Bank, and in the case of repayment of another Loan or fees or expenses as provided by Section 2.18(c), by remittance to the Administrative Agent to be distributed to the Lenders) by 3:00 p.m., Local Time, on the requested date of such Swingline Loan. Each Domestic Swingline Loan shall be an ABR Loan and each German Swingline Loan shall be an Overnight LIBO Rate Loan. In addition, the Domestic Borrowers hereby authorize the Swingline Lender to, and the Swingline Lender shall, subject to the terms and conditions set forth herein (but without any further written notice required), not later than 2:00 p.m., Local time, on each Business Day, make available to the Domestic Borrowers by means of a credit to the Funding Account, the proceeds of a Domestic Swingline Loan to the extent necessary to pay items to be drawn on any Controlled Disbursement Account that Business Day; provided that, if on any Business Day there is insufficient borrowing capacity to permit the Swingline Lender to make available to the Domestic Borrowers a Domestic Swingline Loan in the amount necessary to pay all items to be so drawn on any such Controlled Disbursement Account on such Business Day, then the Domestic Borrowers shall be deemed to have requested an ABR Borrowing pursuant to Section 2.03 in the amount of such deficiency to be made on such Business Day.

(b) The Swingline Lender may by written notice given to the Administrative Agent require the applicable Lenders to acquire participations on such Business Day in all or a portion of the applicable Swingline Loans outstanding. Such notice shall specify the aggregate amount of Swingline Loans in which the applicable Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each applicable Lender, specifying in such notice such Lender's Applicable Percentage of such Swingline Loan or Loans. Each Lender hereby absolutely and unconditionally agrees, promptly upon receipt of such notice from the Administrative Agent (and in any event, if such notice is received by 12:00 p.m., Local Time, on a Business Day no later than 3:00 p.m., Local Time on such Business Day and if received after 12:00 p.m., Local Time, on a Business Day shall mean no later than 10:00 a.m. Local Time on the immediately succeeding Business Day), to pay to the Administrative Agent, for the account of the Swingline Lender, such Lender's Applicable Percentage of such Swingline Loan or Loans. Each Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Swingline Lender the amounts so received by it from the applicable Lenders. The Administrative Agent shall notify the applicable Borrower Representative of any participations in any Swingline Loan acquired pursuant to this paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by the Swingline Lender from

the applicable Borrowers (or other party on behalf of such Borrowers) in respect of a Swingline Loan after receipt by the Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the applicable Lenders that shall have made their payments pursuant to this paragraph and to the Swingline Lender, as their interests may appear; provided that any such payment so remitted shall be repaid to the Swingline Lender or to the Administrative Agent, as applicable, if and to the extent such payment is required to be refunded to the Borrowers for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the applicable Borrowers of any default in the payment thereof.

SECTION 2.06 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, the applicable Borrower Representative may request the issuance of Letters of Credit for the account of any Borrower as the applicant thereof for the support of its or its Subsidiaries' obligations, in a form reasonably acceptable to the Administrative Agent and the Issuing Bank, at any time and from time to time during the Availability Period. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by any Borrower to, or entered into by any Borrower with, the Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. Each Borrower unconditionally and irrevocably agrees that, in connection with any Letter of Credit issued with such Borrower as applicant for the support of any of its Subsidiary's obligations as provided in the first sentence of this paragraph, such Borrower will be fully responsible for the reimbursement of LC Disbursements in accordance with the terms hereof, the payment of interest thereon and the payment of fees due under Section 2.12(b) to the same extent as if it were the sole account party in respect of such Letter of Credit (such Borrower hereby irrevocably waiving any defenses, other than the defense of payment, that might otherwise be available to it as a guarantor or surety of the obligations of such Subsidiary that is an account party in respect of any such Letter of Credit). Notwithstanding anything herein to the contrary, the Issuing Bank shall have no obligation hereunder to issue, and shall not issue, any Letter of Credit (i) the proceeds of which would be made available to any Person (A) to fund any activity or business of or with any Sanctioned Person, or in any country or territory that, at the time of such funding, is the subject of any Sanctions or (B) in any manner that would result in a violation of any Sanctions by any party to this Agreement, (ii) if any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the Issuing Bank from issuing such Letter of Credit, or any Requirement of Law relating to the Issuing Bank or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the Issuing Bank shall prohibit, or request that the Issuing Bank refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the Issuing Bank with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the Issuing Bank is not otherwise compensated hereunder) not in effect on the Effective Date, or shall impose upon the Issuing Bank any unreimbursed loss, cost or expense which was not applicable on the Effective Date and which the Issuing Bank in good faith deems material to it, or (iii) if the

issuance of such Letter of Credit would violate one or more policies of the Issuing Bank applicable to letters of credit generally; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank

Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed not to be in effect on the Effective Date for purposes of clause (ii) above, regardless of the date enacted, adopted, issued or implemented. The letters of credit issued under the Existing Credit Agreement and identified on Schedule 2.06 (the " **Existing Letters of Credit** ") shall be deemed to be "Domestic Tranche Letters of Credit" issued on the Effective Date for all purposes of the Loan Documents.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions . To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the applicable Borrower Representative shall deliver by hand or facsimile (or transmit by electronic communication, if arrangements for doing so have been approved by the Issuing Bank) to the Issuing Bank and the Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension, it being understood and agreed that the form of any requested German Tranche Letters of Credit requested to be issued for the account of a German Loan Party must be in agreed form at least three (3) Business Days prior to the issuance thereof) a notice requesting the issuance of a Letter of Credit (which Letter of Credit shall be in a form reasonably acceptable to the Administrative Agent and the Issuing Bank), or identifying the Letter of Credit to be amended, renewed or extended, and specifying the name of the applicable Borrower, whether such Letter of Credit is to constitute a Domestic Tranche Letter of Credit or German Tranche Letter of Credit, the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the Agreed Currency applicable thereto, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the Issuing Bank, the applicable Borrower Representative also shall submit a letter of credit application on the Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Borrowers shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) subject to Sections 1.06 and 2.11(b) , (x) the U.S. Dollar Amount of the Domestic Tranche LC Exposure shall not exceed $20,000,000 and (y) the U.S. Dollar Amount of the German Tranche LC Exposure shall not exceed $2,000,000 and (ii) the Revolving Exposure Limitations shall be satisfied.

(c) Expiration Date . Each Letter of Credit shall expire (or be subject to termination by notice from the Issuing Bank to the beneficiary thereof) at or prior to the earlier to occur of (i)the close of business on the date that is five (5) Business Days prior to the Maturity Date, (ii) with respect to Standby Letters of Credit, one year after the issuance date of such Standby Letter of Credit or (iii) with respect to Trade Letters of Credit, one hundred eighty (180) days after the issuance date of such Trade Letter of Credit; provided that, (x) a Letter of Credit may be issued with an expiry date later than the fifth (5 th) Business Day prior to the Maturity Date (an " Extended Facility Letter of Credit ") if such Extended Facility Letter of Credit is cash collateralized on or prior to the date that is thirty (30) days prior to the Maturity Date in

accordance with Section 2.06(j), and such Extended Facility Letter of Credit expires no later than one year following the Maturity Date and (y) the above limitations on the tenor of any Letter of Credit issued (or in the case of Existing Letters of Credit deemed issued) hereunder shall not be deemed to be violated by the inclusion in such Letter of Credit of an "evergreen clause" providing for the automatic renewal of such Letter of Credit for successive periods not exceeding one year (or 180 days with respect to Trade Letters of Credit) in each instance, absent notice to the beneficiary and the account party of the Issuing Bank's election not to renew such Letter of Credit at least thirty (30) days prior to the then effective expiry date of such Letter of Credit.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the Issuing Bank or the Lenders, the Issuing Bank hereby grants to each Domestic Tranche Lender with respect to a Domestic Tranche Letter of Credit and to each German Tranche Lender with respect to a German Tranche Letter of Credit, and each applicable Lender hereby acquires from the Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by the Issuing Bank and not reimbursed by the applicable Borrower on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the applicable Borrower for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Domestic Tranche Letters of Credit and/or German Tranche Letters of Credit, as applicable, is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If the Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the applicable Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent in U.S. Dollars the U.S. Dollar Amount equal to such LC Disbursement (or if the Issuing Bank shall so elect in its sole discretion by notice to the applicable Borrower Representative, in such other Agreed Currency which was paid by the Issuing Bank pursuant to such LC Disbursement in an amount equal to such LC Disbursement) not later than 11:00 a.m., Local Time, on the Business Day immediately following the day that the applicable Borrower Representative receives notice of such LC Disbursement; provided that, the applicable Borrower Representative may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 or Section 2.05 that such payment be financed with (i) a Swingline Loan, or (ii) to the extent such LC Disbursement was made in U.S. Dollars with respect to a Letter of Credit issued for the benefit of the Domestic Borrowers, an ABR Revolving Borrowing and, in each case, to the extent so financed, the applicable Borrower's obligation to make such payment shall be discharged and replaced by the resulting Swingline Loan, or ABR Revolving Borrowing, as applicable. If the applicable Borrower fails to make such payment when due, the Administrative Agent shall notify each Domestic Tranche Lender (in the case of a Domestic Tranche Letter of Credit) and each German Tranche Lender (in the case of a German Tranche Letter of Credit) of the applicable LC Disbursement, the payment then

due from the applicable Borrower in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each applicable Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the applicable Borrower, in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the applicable Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the Issuing Bank or, to the extent that Lenders have made payments pursuant to this paragraph to reimburse the Issuing Bank, then to such Lenders and the Issuing Bank as their interests may appear. Any payment made by a Lender pursuant to this paragraph to reimburse the Issuing Bank for any LC Disbursement (other than the funding of Swingline Loans or ABR Revolving Loans as contemplated above) shall not constitute a Loan and shall not relieve the applicable Borrower of its obligation to reimburse such LC Disbursement.

(f) Obligations Absolute . Each Borrower's obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein or herein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) any payment by the Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, such Borrower's obligations hereunder. None of the Administrative Agent, the Lenders, the Issuing Bank or any of their Related Parties shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Issuing Bank; provided that, the foregoing shall not be construed to excuse the Issuing Bank from liability to any Borrower to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by each Borrower to the extent permitted by applicable law) suffered by such Borrower that are caused by the Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of the Issuing Bank (as finally determined by a court of competent jurisdiction), the Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the Issuing Bank may, in its sole discretion, either accept and make payment upon such documents

without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. The Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. The Issuing Bank shall promptly notify the Administrative Agent and the applicable Borrower by telephone (confirmed by facsimile) of such demand for payment and whether the Issuing Bank has made or will make an LC Disbursement thereunder; provided that, any failure to give or delay in giving such notice shall not relieve the Borrowers of their obligation to reimburse the Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If the Issuing Bank shall make any LC Disbursement, then, unless the applicable Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that such Borrower reimburses such LC Disbursement, at the rate per annum then applicable to (i) if such Borrower is a Domestic Borrower and such LC Disbursement is denominated in U.S. Dollars, ABR Revolving Loans, and (ii) if such Borrower is a German Borrower and such LC Disbursement is denominated in U.S. Dollars, Sterling or Euro, Overnight LIBO Rate Loans for such Agreed Currency; and such interest shall be payable on the date when such reimbursement is due; provided that, if any Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.13(d) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to paragraph (e) of this Section to reimburse the Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) Replacement of the Issuing Bank. The Issuing Bank may be replaced at any time by written agreement among the applicable Borrower Representative, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of the Issuing Bank. At the time any such replacement shall become effective, the Borrowers shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit then outstanding and issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(j) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that any Borrower Representative receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Lenders with LC Exposure representing greater than 50% of the aggregate LC Exposure) demanding the

deposit of cash collateral pursuant to this paragraph, each Borrower shall deposit in one or more accounts with Chase, in the name of the Administrative Agent and for the benefit of the Lenders (collectively, the " **LC Collateral Account** "), an amount in cash equal to 105% of the U.S. Dollar Amount of the LC Exposure as of such date plus accrued and unpaid interest thereon for Letters of Credit under which such Borrower is an account party; provided that (i) the portions of such amount attributable to undrawn Foreign Currency Letters of Credit or LC Disbursements in a Foreign Currency that any Borrower is not late in reimbursing shall be deposited in the applicable Foreign Currencies in an amount equal to 105% of the actual amount of such undrawn Letters of Credit and LC Disbursements and (ii) the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to any Borrower described in Section 7.02 . For the purposes of this paragraph, the Foreign Currency LC Exposure shall be calculated using the applicable Exchange Rate on the date notice demanding cash collateralization is delivered to the applicable Borrower Representative. Each applicable Borrower shall also deposit cash collateral pursuant to this paragraph as and to the extent required by Section 2.11(b) . Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the Secured Obligations if such deposit is for the Domestic Loan Parties or the German Secured Obligations if such deposit is for the German Loan Parties. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over the LC Collateral Account and each Borrower hereby grants the Administrative Agent a security interest in the LC Collateral Account and all money or other assets on deposit therein or credited thereto. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrowers' risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in the LC Collateral Account. Moneys in the LC Collateral Account shall be applied by the Administrative Agent to reimburse the Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrowers for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Lenders with LC Exposure representing greater than 50% of the aggregate LC Exposure), be applied to satisfy other Secured Obligations. If any Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to such Borrower within three (3) Business Days after all such Events of Defaults have been cured or waived as confirmed in writing by the Administrative Agent. The Administrative Agent shall return to the Borrowers cash collateral required by Section 2.11(b) within three (3) Business Days following the date that such cash collateral is no longer required thereunder. Notwithstanding anything herein to the contrary, (x) cash collateral provided by any Domestic Subsidiary shall be used to pay the Secured Obligations (other than the Foreign Secured Obligations and the Secured Obligations that constitute a Guaranty of the Foreign Secured Obligations) before being used to pay any of the other Secured Obligations, (y) cash collateral provided by any Foreign Subsidiary shall be used solely to pay the Foreign Secured Obligations and (z) cash collateral provided by any German Loan Party shall be subject to the German Guaranty Limitations.

(k) Issuing Bank Reports to the Administrative Agent . Unless otherwise agreed by the Administrative Agent, each Issuing Bank shall, in addition to its notification obligations set

forth elsewhere in this Section, report in writing to the Administrative Agent (i) periodic activity (for such period or recurrent periods as shall be requested by the Administrative Agent) in respect of Letters of Credit issued by such Issuing Bank, including all issuances, extensions, amendments and renewals, all expirations and cancelations and all disbursements and reimbursements, (ii) reasonably prior to the time that such Issuing Bank issues, amends, renews or extends any Letter of Credit, the date of such issuance, amendment, renewal or extension, and the stated amount of the Letters of Credit issued, amended, renewed or extended by it and outstanding after giving effect to such issuance, amendment, renewal or extension (and whether the amounts thereof shall have changed), (iii) on each Business Day on which such Issuing Bank makes any LC Disbursement, the date and U.S. Dollar Amount of such LC Disbursement, (iv) on any Business Day on which any Borrower fails to reimburse an LC Disbursement required to be reimbursed to such Issuing Bank on such day, the date of such failure and the amount of such LC Disbursement, and (v) on any other Business Day, such other information as the Administrative Agent shall reasonably request as to the Letters of Credit issued by such Issuing Bank.

(l) LC Exposure Determination. For all purposes of this Agreement, the amount of a Letter of Credit that, by its terms or the terms of any document related thereto, provides for one or more automatic increases in the stated amount thereof shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at the time of determination.

SECTION 2.07 Funding of Borrowings. (a) Each Lender shall make each Loan to be made by such Lender hereunder on the proposed date thereof by wire transfer of immediately available funds in an amount equal to such Lender's Applicable Percentage thereof by 2:30 p.m., Local Time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders; provided that, Swingline Loans shall be made as provided in Section 2.05. The Administrative Agent will make such Loans available to the relevant Borrower by promptly crediting the amounts so received, in like funds, to the Funding Account; provided that, Loans made to finance the reimbursement of (i) an LC Disbursement as provided in Section 2.06(e) shall be remitted by the Administrative Agent to the Issuing Bank and (ii) a Protective Advance shall be retained by the Administrative Agent.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the relevant Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and such Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to such Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation (including without limitation the Overnight Foreign Currency Rate in the case of Loans denominated in a Foreign Currency) or (ii) in the case of such Borrower, (x) if such amount is a Borrowing made to the Domestic Borrowers, the interest rate

applicable to ABR Loans and (y) if such amount is a Borrowing made to any German Borrower, the interest rate applicable to Overnight LIBO Rate Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.08 Interest Elections . (a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurocurrency Revolving Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the applicable Borrower Representative may elect to convert such Borrowing to a different Type as permitted by this Agreement or to continue such Borrowing and, in the case of a Eurocurrency Revolving Borrowing, may elect Interest Periods therefor, all as provided in this Section. The applicable Borrower Representative may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Swingline Borrowings or Protective Advances, which may not be converted or continued.

(b) To make an election pursuant to this Section, the applicable Borrower Representative shall notify the Administrative Agent of such election by telephone or irrevocable written notice (provided that, Borrowings made to any German Borrower require irrevocable written notice (via an Interest Election Request signed by the German Borrower Representative) and cannot be made by telephone) by the time that a Borrowing Request would be required under Section 2.03 if the applicable Borrower Representative were requesting a Revolving Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or facsimile to the Administrative Agent of a written Interest Election Request in a form approved by the Administrative Agent and signed by the applicable Borrower Representative. Notwithstanding any contrary provision herein, this Section shall not be construed to permit any Borrower, or any Borrower Representative on its behalf, to (i) change the currency of any Borrowing, (ii) elect an Interest Period for Eurocurrency Loans that does not comply with Section 2.02 or (iii) convert any Borrowing to a Borrowing of a Type not available under such Borrowing or to such Borrower.

(c) Each telephonic and written Interest Election Request shall be irrevocable and shall specify the following information in compliance with Section 2.02 :

(i) the name of the applicable Borrower and the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the existing and resulting Borrowing is a Domestic Tranche Borrowing or a German Tranche Borrowing;

(iv) whether the resulting Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing; and

(v) if the resulting Borrowing is a Eurocurrency Borrowing, the Interest Period and, if such Eurocurrency Borrowing is for a German Borrower, the Agreed Currency, in each case to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Eurocurrency Borrowing but does not specify an Interest Period, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the applicable Borrower Representative fails to deliver a timely Interest Election Request with respect to a Eurocurrency Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period (i) in the case of a Borrowing by the Domestic Borrowers, such Borrowing shall be converted to an ABR Borrowing and (ii) in the case of a Borrowing by any German Borrower denominated in any Agreed Currency, in each case, such Borrowing shall automatically continue as a Eurocurrency Borrowing in the same Agreed Currency with an Interest Period of one month unless such Eurocurrency Borrowing is or was repaid in accordance with Section 2.11 . Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the applicable Borrower Representative, then, so long as an Event of Default is continuing (i) no outstanding Revolving Borrowing made to the Domestic Borrowers may be converted to or continued as a Eurocurrency Borrowing, (ii) unless repaid, each Eurocurrency Revolving Borrowing made to the Domestic Borrowers shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (iii) unless repaid, each Eurocurrency Revolving Borrowing made to any German Borrower shall automatically be continued as a Eurocurrency Borrowing with an Interest Period of one month.

SECTION 2.09 Termination and Reduction of Commitments; Increase in Commitments . (a) Unless previously terminated, all Commitments shall terminate on the Maturity Date.

(b) The Borrowers may at any time terminate the Commitments upon (i) the payment in full of all outstanding Loans, together with accrued and unpaid interest thereon and on any LC Disbursement, (ii) the cancellation and return of all outstanding Letters of Credit (or alternatively, with respect to each such Letter of Credit, the furnishing to the Administrative Agent of a cash deposit (or a back up standby letter of credit satisfactory to the Administrative Agent and the Issuing Bank) in an amount equal to 105% of the LC Exposure as of such date),

(iii) the payment in full of accrued and unpaid fees and (iv) the payment in full of all reimbursable expenses and other Obligations (other than Unliquidated Obligations), together with accrued and unpaid interest thereon.

(c) The Borrowers may from time to time reduce the Commitments; provided that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of $5,000,000 and not less than $10,000,000 and (ii) the applicable Borrower Representative shall not terminate or reduce the Commitments if, after giving effect to any concurrent prepayment of the Revolving Loans in accordance with Section 2.11 , (x) the Borrowers shall not be in compliance with the Revolving Exposure Limitations or (y) the Aggregate Commitments of all Lenders shall be less than $100,000,000.

(d) The applicable Borrower Representative shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) or (c) of this Section at least five (5) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof, and the amount of such reduction to be applied to the Domestic Tranche Commitments and the German Tranche Commitments, respectively. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by any Borrower Representative pursuant to this Section shall be irrevocable; provided that, a notice of termination of the Commitments delivered by any Borrower Representative may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by such Borrower Representative (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments.

(e) The Borrowers shall have the right to increase the Domestic Tranche Commitments and/or the German Tranche Commitments by obtaining additional Commitments, either from one or more of the Lenders or another lending institution; provided that (i) any such request for an increase shall be in a minimum amount of $10,000,000, (ii) after giving effect thereto, the sum of the total of the additional Commitments does not exceed $50,000,000 and the Aggregate Commitments of all Lenders shall not exceed $250,000,000, (iii) the Administrative Agent and the Issuing Bank have approved the identity of any such new Lender, such approvals not to be unreasonably withheld, (iv) any such new Lender assumes all of the rights and obligations of a "Lender" hereunder, and (v) the procedure described in Section 2.09(f) have been satisfied. Nothing contained in this Section 2.09 shall constitute, or otherwise be deemed to be, a commitment on the part of any Lender to increase its Commitment hereunder at any time.

(f) Any amendment hereto for such an increase or addition shall be in form and substance satisfactory to the Administrative Agent and shall only require the written signatures of the Administrative Agent, the Borrowers and each Lender being added or increasing its Commitment. As a condition precedent to such an increase or addition, the Borrowers shall deliver to the Administrative Agent, to the extent reasonably requested by the Administrative Agent (including after giving due consideration to whether such increase or addition is to the Domestic Tranche Commitment or German Tranche Commitment) (i) a certificate of each Loan Party signed by an authorized officer of such Loan Party (A) certifying and attaching the

resolutions adopted by such Loan Party approving or consenting to such increase and (B) in the case of the Borrowers, certifying that, before and after giving effect to such increase or addition, (1) the representations and warranties contained in Article III and the other Loan Documents are true and correct in all material respects (or, with respect to any representation or warranty which by its terms is made as of an earlier date, is true and correct in all material respects as of such earlier date or, with respect to any representation or warranty which is subject to any materiality qualifier, is true and correct in all respects), (2) no Default exists and (3) if the covenant set forth in Section 6.12 is in effect, the Borrowers are in compliance with the covenant contained in Section 6.12 on the date of such increase and (ii) the Administrative Agent shall have received documents consistent with those delivered on the Effective Date as to the corporate power and authority of the applicable Borrowers to borrow hereunder after giving effect to such increase, and legal opinions consistent with those delivered on the Effective Date with respect to such power and authority and other matters as may be reasonably requested by the Administrative Agent.

(g) On the effective date of any such increase or addition, any Lender increasing (or, in the case of any newly added Lender, extending) its Domestic Tranche Commitment or German Tranche Commitment shall make available to the Administrative Agent such amounts in immediately available funds as the Administrative Agent shall determine, for the benefit of the other Lenders that have a Domestic Tranche Commitment or German Tranche Commitment, as applicable, as being required in order to cause, after giving effect to such increase or addition and the use of such amounts to make payments to such other Lenders, each such Lender's portion of the outstanding Domestic Tranche Revolving Loans or German Tranche Revolving Loans, as applicable, of all the Lenders to equal its revised Applicable Percentage of such outstanding Domestic Tranche Revolving Loans or German Tranche Revolving Loans, as applicable, and the Administrative Agent shall make such other adjustments among the Lenders with respect to the Domestic Tranche Revolving Loans or German Tranche Revolving Loans, as applicable, then outstanding and amounts of principal, interest, commitment fees and other amounts paid or payable with respect thereto as shall be necessary, in the opinion of the Administrative Agent, in order to effect such reallocation, subject, in each case, to indemnification by the Borrowers pursuant to the provisions of Section 2.16 . Within a reasonable time after the effective date of any increase or addition, the Administrative Agent shall, and is hereby authorized and directed to, revise the Commitment Schedule to reflect such increase or addition and shall distribute such revised Commitment Schedule to each of the Lenders and each Borrower Representative, whereupon such revised Commitment Schedule shall replace the old Commitment Schedule and become part of this Agreement.

SECTION 2.10 Repayment of Loans; Evidence of Debt . (a) Each Borrower hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Domestic Tranche Lender the then unpaid principal amount of each Domestic Tranche Revolving Loan made to such Borrower on the Maturity Date in U.S. Dollars, (ii) to the Administrative Agent for the account of each German Tranche

Lender the then unpaid principal amount of each German Tranche Revolving Loan made to such Borrower on the Maturity Date in the currency of such Loan, (iii) to the Administrative Agent the then unpaid amount of each Protective Advance made for the account of such Borrower, in the currency of such Loan, on the earlier of the Maturity Date and demand by the Administrative Agent and (iv) to the Swingline Lender the then unpaid principal amount of each Swingline Loan made for the account of such Borrower, in the currency

of such Loan, on the earliest of (x) the Maturity Date and (y) the fifth Business Day after such Swingline Loan is made; provided that, on each date that a Revolving Loan is made, the applicable Borrower shall repay all of its Swingline Loans then outstanding and the proceeds of any such Revolving Loan shall be applied by the Administrative Agent to repay any Swingline Loans outstanding. Nothing in this Section 2.10 creates an obligation of a German Borrower to repay Protective Advances or Swingline Loans of a Domestic Borrower and to the extent this Section 2.10 creates an obligation of a German Borrower to repay German Protective Advances or Swingline Loans of any other German Borrower, such obligations shall be subject to the German Guaranty Limitations.

(b) At all times during a Cash Dominion Period, on each Business Day, the Administrative Agent shall apply all funds credited to any Collection Account on such Business Day or the immediately preceding Business Day (at the discretion of the Administrative Agent, whether or not immediately available) first to prepay any Protective Advances that may be outstanding and second to prepay the Revolving Loans (including Swingline Loans) and to cash collateralize outstanding LC Exposure (provided that, collections and cash collateral provided by any Foreign Subsidiary shall be used solely to pay the German Secured Obligations, and collections, the application of funds credited to any Collection Account of a German Borrower, and cash collateral provided by any German Loan Party shall be subject to the German Guaranty Limitations). Notwithstanding the foregoing, funds of the Domestic Loan Parties credited to any Collection Account shall be used to pay the Secured Obligations (other than the German Secured Obligations and the Secured Obligations that constitute a Guaranty of the German Secured Obligations) prior to being used to pay any of the other Secured Obligations.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of each Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class, Agreed Currency and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from each Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The Register and corresponding entries made in the accounts maintained pursuant to paragraph (c) or (d) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that, the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of any Borrower to repay the Loans in accordance with the terms of this Agreement.

(f) Any Lender may request that Loans made by it to any Borrower be evidenced by a promissory note. In such event, the relevant Borrower shall prepare, execute and deliver to such Lender a promissory note payable to the Lender and its registered assigns and in a form approved by the Administrative Agent and the Borrowers. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant

to Section 9.04) be represented by one or more promissory notes in such form payable to the payee and its registered assigns.

SECTION 2.11 Prepayment of Loans . (a) Any Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to the payment of any accrued interest to the extent required by Section 2.13 and, if applicable, the payment of any break funding expenses under Section 2.16 , but otherwise without premium or penalty.

(b) If, at any time, (i) other than as a result of fluctuations in currency exchange rates, the Borrowers are not in compliance with the Revolving Exposure Limitations (calculated with respect to Credit Events denominated in Foreign Currencies, as of the most recent Computation Date with respect to each such Credit Event) or (ii) solely as a result of fluctuations in currency exchange rates, the Borrowers exceeded any Revolving Exposure Limitation by more than 105% of the applicable threshold, the applicable Borrowers who have exceed their Revolving Exposure Limitations with respect to their Obligations shall in each case immediately repay Borrowings or cash collateralize LC Exposure in accordance with Section 2.06(j) , as applicable, in an aggregate amount equal to such excess; provided that if the Borrowers exceed any Revolving Exposure Limitation by more than 100% but not more than 105% of the applicable threshold, the applicable Borrowers who have so exceeded their Revolving Exposure Limitations with respect to their Obligations shall, within ten (10) Business Days of exceeding their Revolving Exposure Limitations, repay Borrowings or cash collateralize LC Exposure in accordance with Section 2.06(j) , as applicable, in an aggregate amount equal to such excess. Nothing in this Section 2.11 creates an obligation of a German Borrower to repay Borrowings of a Domestic Borrower, and to the extent this Section 2.11 creates an obligation of a German Borrower to repay Borrowings of any other German Borrower, the German Guaranty Limitations shall apply.

SECTION 2.12 Fees . (a) The Borrowers, jointly and severally (but subject to Section 11.14), agree to pay to the Administrative Agent for the account of each Lender a commitment fee, which shall accrue at a rate equal to 0.250% per annum on the average daily amount of such Lender's Applicable Percentage of the Domestic Tranche Unused Commitment or German Tranche Unused Commitment, as applicable, during the period from and including the Effective Date to but excluding the date on which the Commitments terminate; provided that (i) such Lender's Applicable Percentage of the Domestic Tranche Swingline Exposure shall be disregarded for purposes of calculating such Lender's Applicable Percentage of the Domestic Tranche Unused Commitment, except in respect of the Swingline Lender, whose Domestic Tranche Unused Commitment for commitment fee purposes shall be reduced by the Domestic Tranche Swingline Exposure and (ii) such Lender's Applicable Percentage of the German Tranche Swingline Exposure shall be disregarded for purposes of calculating such Lender's Applicable Percentage of the German Tranche Unused Commitment, except in respect of the Swingline Lender, whose German Tranche Unused Commitment for commitment fee purposes shall be reduced by the German Tranche Swingline Exposure. Accrued commitment fees shall be payable in arrears on the first Business Day of each calendar month and on the date on which the Commitments terminate, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). Notwithstanding the foregoing, no German Borrower shall be required to pay any such fee with respect to the Domestic Tranche Unused Commitment.

(b) The Borrowers, jointly and severally (but subject to Section 11.14), agree to pay (i) to the Administrative Agent for the account of each Domestic Tranche Lender (in the case of a Domestic Tranche Letter of Credit) and/or German Tranche Lender (in the case of a German Tranche Letter of Credit) a participation fee with respect to its participations in Letters of Credit, which shall accrue at the same Applicable Rate used to determine the interest rate applicable to Eurocurrency Revolving Loans on the average daily U.S. Dollar Amount of such Lender's LC Exposure in respect thereof (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) to the Issuing Bank a fronting fee, which shall accrue at the rate of 0.25% per annum on the average daily U.S. Dollar Amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) attributable to Letters of Credit issued by the Issuing Bank for the account of such Borrower during the period from and including the Effective Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure, as well as the Issuing Bank's standard fees and commissions with respect to the issuance, amendment, cancellation, negotiation, transfer, presentment, renewal or extension of any Letter of Credit issued for the account of such Borrower or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of each calendar month shall be payable on the first Business Day of each calendar month following such last day, commencing on the first such date to occur after the Effective Date; provided that all such fees shall be payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand. Any other fees payable to the Issuing Bank pursuant to this paragraph shall be payable within ten (10) days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). Participation fees and fronting fees in respect of Letters of Credit denominated in U.S. Dollars shall be paid in U.S. Dollars, and participation fees and fronting fees in respect of Letters of Credit denominated in a Foreign Currency shall be paid in such Foreign Currency. Notwithstanding the foregoing, no German Borrower shall be required to pay any such fees relating to any Domestic Tranche Letter of Credit.

(c) The Company agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Company and the Administrative Agent.

(d) All fees payable hereunder shall be paid on the dates due, in U.S. Dollars (except as otherwise expressly provided in this Section 2.12) and in immediately available funds, to the Administrative Agent (or to the Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the Lenders. Fees paid shall not be refundable under any circumstances. Nothing in this Section 2.12 creates an obligation of a German Borrower to pay fees related to a Domestic Tranche Letter of Credit, and to the extent this Section 2.12 creates an obligation of a German Borrower to pay such fees of any other German Borrower, the German Guaranty Limitations shall apply.

SECTION 2.13 Interest . (a) The Loans comprising each ABR Borrowing (including each Swingline Loan made to the Domestic Borrowers) shall bear interest at the Alternate Base

Rate plus the Applicable Rate, and the Loans comprising each Overnight LIBO Borrowing shall bear interest at the Overnight LIBO Rate plus the Applicable Rate.

(b) The Loans comprising each Eurocurrency Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) Each Protective Advance made to the Domestic Borrowers shall bear interest at the Alternate Base Rate plus the Applicable Rate plus 2%. Each Protective Advance made to any German Borrower shall bear interest at the Overnight LIBO Rate plus the Applicable Rate plus 2%.

(d) Notwithstanding the foregoing, if any principal of or interest on any Loan (other than Protective Advances) or any fee or other amount payable by any Loan Party hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of such Loan, 2% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount, 2% plus the rate applicable to ABR Loans as provided in paragraph (a) of this Section.

(e) Accrued interest on each Loan (for ABR Loans and Overnight LIBO Rate Loans, accrued through the last day of the prior calendar month) shall be payable in arrears on each Interest Payment Date for such Loan and upon termination of the Commitments; provided that (i) interest accrued pursuant to paragraph (d) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurocurrency Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(f) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest (i) computed by reference to the Alternate Base Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and (ii) for Borrowings denominated in Sterling shall be computed on the basis of a year of 365 days, and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate, LIBO Rate or Overnight LIBO Rate shall be determined by the Administrative Agent in accordance with their terms, and such determination shall be conclusive absent manifest error.

SECTION 2.14 Alternate Rate of Interest. (a) If prior to the commencement of any Interest Period for a Eurocurrency Borrowing:

(i) the Administrative Agent determines in good faith (which determination shall be conclusive and binding absent manifest error) that adequate and reasonable means do not exist for ascertaining (including, without limitation, by means of an

Interpolated Rate) the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period; or

(ii) the Administrative Agent is advised by any Required Lenders that the Adjusted LIBO Rate or the LIBO Rate, as applicable, for the applicable Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period or the applicable Agreed Currency;

then the Administrative Agent shall give notice thereof to each Borrower Representative and the Lenders by electronic communication as provided in Section 9.01 as promptly as practicable thereafter and, until the Administrative Agent notifies each Borrower Representative and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurocurrency Borrowing shall be ineffective and unless repaid, (A) in the case of a Eurocurrency Borrowing to any Domestic Borrower, such Borrowing shall be made as an ABR Borrowing and (B) in the case of a Eurocurrency Borrowing to any German Borrower, such Eurocurrency Borrowing shall be made as an Alternate Rate Borrowing, (ii) if any Borrowing Request requests a Eurocurrency Revolving Borrowing to any Domestic Borrower, such Borrowing shall be made as an ABR Borrowing, and (iii) if any Borrowing Request requests a Eurocurrency Revolving Borrowing denominated in any Agreed Currency to any German Borrower, such Borrowing Request shall be made as an Alternate Rate Borrowing; provided that, if such circumstances only affect one Class or Type of Borrowing or currency, then the foregoing will only be applicable to the affected Class or Type of Borrowing or currency.

(b) If at any time the Administrative Agent determines in good faith (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Overnight LIBO Rate or the Overnight LIBO Rate will not adequately and fairly reflect the cost to the Administrative Agent or the Swingline Lender, as applicable, of making or maintaining Protective Advances, or Swingline Loans, the Administrative Agent or Swingline Lender, as applicable, shall give notice thereof to each Borrower Representative and the Lenders by telephone (provided that, any notice to any Swingline Lender providing German Swingline Loans to a German Borrower must be given in writing) or facsimile as promptly as practicable thereafter and, until the Administrative Agent notifies each Borrower Representative and the Lenders that the circumstances giving rise to such notice no longer exist, Overnight LIBO Borrowings shall be made as Alternate Rate Borrowings.

SECTION 2.15 Increased Costs . (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, liquidity or similar requirement (including any compulsory loan requirement, insurance charge or other assessment) against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or the Issuing Bank;

(ii) impose on any Lender or the Issuing Bank or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, continuing, converting into or maintaining any Loan or of maintaining its obligation to make any such Loan (including, without limitation, pursuant to any conversion of any Borrowing denominated in an Agreed Currency into a Borrowing denominated in any other Agreed Currency) or to increase the cost to such Lender, the Issuing Bank or such other Recipient of participating in, issuing or maintaining any Letter of Credit (including, without limitation, pursuant to any conversion of any Borrowing denominated in an Agreed Currency into a Borrowing denominated in any other Agreed Currency) or to reduce the amount of any sum received or receivable by such Lender, the Issuing Bank or such other Recipient hereunder, whether of principal, interest or otherwise (including, without limitation, pursuant to any conversion of any Borrowing denominated in an Agreed Currency into a Borrowing denominated in any other Agreed Currency), then the applicable Borrower will pay to such Lender, the Issuing Bank or such other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, the Issuing Bank or such other Recipient, as the case may be, for such additional costs incurred or reduction suffered as reasonably determined by the Administrative Agent, such Lender or the Issuing Bank (which determination shall be made in good faith (and not on an arbitrary or capricious basis) and generally consistent with similarly situated customers of the Administrative Agent, such Lender or the Issuing Bank, as applicable, under agreements having provisions similar to this Section 2.15 , after consideration of such factors as the Administrative Agent, such Lender or the Issuing Bank, as applicable, then reasonably determines to be relevant; provided that none of the Administrative Agent, such Lender or the Issuing Bank, as applicable, shall be required to disclose any confidential or proprietary information in connection therewith).

(b) If any Lender or the Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or the Issuing Bank's capital or on the capital of such Lender's or the Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the Issuing Bank, to a level below that which such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the Issuing Bank's policies and the policies of such Lender's or the Issuing Bank's holding company with respect to capital adequacy and liquidity), then from time to time the applicable Borrower will pay to such Lender or the Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or the Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or the Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the applicable Borrower Representative and shall be conclusive absent manifest error. The applicable Borrower Representative shall pay, or cause the applicable Borrowers to pay, such Lender or the Issuing Bank, as the case may be, the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) Failure or delay on the part of any Lender or the Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or the Issuing Bank's right to demand such compensation; provided that, the Loan Parties shall not be required to compensate a Lender or the Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender or the Issuing Bank, as the case may be, notifies the applicable Borrower Representative of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.16 Break Funding Payments . In the event of (a) the payment of any principal of any Eurocurrency Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or as a result of any prepayment pursuant to Section 2.11), (b) the conversion of any Eurocurrency Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurocurrency Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.09(d) and is revoked in accordance therewith), or (d) the assignment of any Eurocurrency Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the applicable Borrower Representative pursuant to Section 2.19 or Section 9.02(e) , then, in any such event, the applicable Borrowers shall compensate each Lender for the loss, cost and expense attributable to such event (provided that, subject to the German Guaranty Limitations, each German Borrower shall only be required to compensate each Lender in respect of Borrowings of the other German Borrowers). In the case of a Eurocurrency Loan, such actual loss, cost or expense to any Lender shall include an amount determined by such Lender to be the excess, if any, and to the extent actually incurred by such Lender of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Eurocurrency Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for the relevant currency of a comparable amount and period from other banks in the eurocurrency market. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the applicable Borrower Representative and shall be conclusive absent manifest error. The applicable Borrower Representative shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

SECTION 2.17 Withholding of Taxes; Gross-Up .

(a) Payments Free of Taxes . Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.17) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Loan Parties . The relevant Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, Other Taxes.

(c) Evidence of Payments . As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.17 , such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) Indemnification by the Loan Parties . The Loan Parties shall jointly and severally (but subject to the limitations set forth in Section 9.19 and the German Guaranty Limitations) indemnify each Recipient, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Loan Party by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders . Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand therefor, (i) the Administrative Agent for any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) the Administrative Agent for any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(c) relating to the maintenance of a Participant Register and (iii) the Administrative Agent for any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by

the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to such Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Status of Lenders .

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the applicable Borrower Representative and the Administrative Agent, at the time or times reasonably requested by any Borrower Representative or the Administrative Agent, such properly completed and executed documentation reasonably requested by any Borrower Representative or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding (e.g., a certificate of residence issued by the competent tax authority in the jurisdiction where the relevant Loan Party is resident). In addition, any Lender, if reasonably requested by any Borrower Representative or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by any Borrower Representative or the Administrative Agent as will enable such Borrower Representative or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.17(f)(ii)(A) , (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that any Borrower is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to the applicable Borrower Representative and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of any Borrower Representative or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. Federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the applicable Borrower Representative and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of any Borrower Representative or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) in the case of a Foreign Lender claiming that its extension of credit will generate U.S. effectively connected income, executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit E-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of a Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a " **U.S. Tax Compliance Certificate** ") and (y) executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable; or

(4) to the extent a Foreign Lender is not the Beneficial Owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-2 or Exhibit E-3 , IRS Form W-9, and/or other certification documents from each Beneficial Owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the applicable Borrower Representative and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of any Borrower Representative or the Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. Federal withholding Tax, duly

completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrowers or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the applicable Borrower Representative and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by any Borrower Representative or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrowers or the Administrative Agent as may be necessary for such Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower Representative and the Administrative Agent in writing of its legal inability to do so.

(g) Treatment of Certain Refunds . If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.17 (including by the payment of additional amounts pursuant to this Section 2.17), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.17 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph (g) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) VAT .

(i) All amounts expressed to be payable under any Loan Document by any Loan Party to any Secured Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply and accordingly, subject to Section 2.17(h)(ii) below, if VAT is or becomes chargeable on any supply made by any Secured Party to any Loan Party under a Loan Document and such Secured Party is required to account to the relevant tax authority for the VAT, that Loan Party must pay to such Secured Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Secured Party shall promptly provide an appropriate VAT invoice to that Loan Party).

(ii) If VAT is or becomes chargeable on any supply made by any Secured Party (the " **Supplier** ") to any other Secured Party (the " **Customer** ") under a Loan Document and any party other than the Customer (the " **Relevant Party** ") is required by the terms of any Loan Document to pay an amount equal to the consideration for that supply to the supplier (rather than being required to reimburse or indemnify the Customer in respect of that consideration, then:

(A) if the Supplier is the Person required to account to the relevant tax authority for the VAT, the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Customer must (where this paragraph (A) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Customer receives from the relevant tax authority which the Customer reasonably determines relates to the VAT chargeable on that supply; and

(B) if the Customer is the Person required to account to the relevant tax authority for the VAT, the Relevant Party must promptly, following demand from the Customer, pay to the Customer an amount equal to the VAT chargeable on that supply but only to the extent that the Customer reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

(iii) Where a Loan Document requires any Loan Party to reimburse or indemnify a Secured Party for any cost or expense that any Loan Party shall reimburse or indemnify (as the case may be) such Secured Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Secured Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

(iv) Any reference in this Section 2.17(h) to any Secured Party or Loan Party shall, at any time when such Secured Party or Loan Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member or "parent" of such group at such time (the term "representative member" and "parent" to have the same meaning as in the

Value Added Tax Act 2005 of Germany or applicable legislation in other jurisdictions having implemented Council Directive 2006/112 EC on the common system of value added tax).

(i) Survival . Each party's obligations under this Section 2.17 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(j) No "Grandfathered Obligation" Status . For purposes of determining withholding Taxes imposed under FATCA, from and after the Effective Date, each Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) this Agreement as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

(k) Defined Terms . For purposes of this Section 2.17 , the term "Lender" includes any Issuing Bank and the term "applicable law" includes FATCA.

SECTION 2.18 Payments Generally; Allocation of Proceeds; Sharing of Set-offs . (a) Each Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.15 , Section 2.16 or Section 2.17 , or otherwise) prior to 1:00 p.m., Local Time, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. Other than payments to be made directly to the Issuing Bank or Swingline Lender as expressly provided herein, all payments shall be made (i) in the same currency in which the applicable Credit Event was made and (ii) to the Administrative Agent at its offices at 10 South Dearborn Street, 22nd Floor, Chicago, Illinois; provided that, (x) in the case of a Credit Event denominated in Sterling or Euro, such payments shall be made to the Administrative Agent's Eurocurrency Payment Office for such currency and (y) payments pursuant to Section 2.15 , Section 2.16 , Section 2.17 and Section 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments denominated in the same currency received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. Notwithstanding the foregoing provisions of this Section, if, after the making of any Credit Event in any Foreign Currency, currency control or exchange regulations are imposed in the country which issues such currency with the result that the type of currency in which the Credit Event was made (the " **Original Currency** ") no longer exists, or any Borrower is not able to make payment to the Administrative Agent for the account of the Lenders in such Original Currency, or the terms of this Agreement require the conversion of such Credit Event into U.S. Dollars, then all payments to be made by such Borrower hereunder in such currency shall, to the fullest extent permitted by law, instead be made when due in U.S. Dollars in an amount equal to the U.S. Dollar Amount (as of the date of repayment) of such payment due, it being the intention of the parties hereto that the Borrowers take all risks of the imposition of any such currency

control or exchange regulations or conversion, and each Borrower agrees to indemnify and hold harmless the Swingline Lender, the Issuing Bank, the Administrative Agent and the Lenders from and against any loss resulting from any Credit Event made to or for the benefit of such Borrower denominated in a Foreign Currency that is not repaid to the Swingline Lender, the Issuing Bank, the Administrative Agent or the Lenders, as the case may be, in the Original Currency.

(b) Any proceeds of Collateral received by the Administrative Agent (i) not constituting either (A) a specific payment of principal, interest, fees or other sum payable under the Loan Documents (which shall be applied as specified by the Borrowers), or (B) amounts to be applied from the Collection Account during a Cash Dominion Period (which shall be applied in accordance with Section 2.10(b)) or (ii) after an Event of Default has occurred and is continuing and the Administrative Agent so elects or the Required Lenders so direct, shall be applied ratably first , to pay any fees, indemnities, or expense reimbursements including amounts then due to the Administrative Agent and the Issuing Bank from the Borrowers (other than in connection with the Banking Services Obligations Amount or Swap Agreement Obligations Amount), second , to pay any fees or expense reimbursements then due to the Lenders from the Borrowers (other than in connection with Banking Services Obligations Amount or Swap Agreement Obligations Amount), third , to pay interest due in respect of the Protective Advances, fourth , to pay the principal of the Protective Advances, fifth , to pay interest due in respect of all Swingline Loans, sixth , to pay interest then due and payable on the Loans (other than the Protective Advances and Swingline Loans) ratably, seventh , to pay or prepay principal of the Swingline Loans, eighth , to prepay principal on the Loans (other than the Protective Advances and Swingline Loans) and unreimbursed LC Disbursements, ratably, ninth , to pay an amount to the Administrative Agent equal to one hundred five percent (105%) of the aggregate undrawn face amount of all outstanding Letters of Credit and the aggregate amount of any unpaid LC Disbursements, to be held as cash collateral for such Obligations, tenth , to payment of any amounts owing with respect to Banking Services Obligations and Swap Agreement Obligations up to and including the Banking Services Obligations Amount and Swap Agreement Obligations Amount most recently provided to the Administrative Agent pursuant to Section 2.22 , and eleventh , to the payment of any other Secured Obligation due to the Administrative Agent or any Lender by the Borrowers. Notwithstanding the foregoing, amounts received from any Loan Party shall not be applied to any Excluded Swap Obligation of such Loan Party. Notwithstanding anything to the contrary contained in this Agreement, unless so directed by any Borrower Representative, or unless an Event of Default is in existence, neither the Administrative Agent nor any Lender shall apply any payment which it receives to any Eurocurrency Loan of a Class, except (a) on the expiration date of the Interest Period applicable thereto or (b) in the event, and only to the extent, that there are no outstanding ABR Loans of the same Class and, in any such event, the Borrowers shall pay the break funding payment required in accordance with Section 2.16 . If an Event of Default has occurred and is continuing, the Administrative Agent and the Lenders shall have the continuing and exclusive right to apply and reverse and reapply any and all such proceeds and payments to any portion of the Secured Obligations. Notwithstanding the foregoing, (x) any such applicable proceeds from Property of the Domestic Loan Parties shall be applied to the Secured Obligations (other than the German Secured Obligations and the Secured Obligations that constitute a Guaranty of the German Secured Obligations) before being applied to any of the other Secured Obligations, (y) the application of any such applicable proceeds from Collateral securing solely the German Secured

Obligations shall only be made in respect of the German Secured Obligations in the same order set forth above, and (z) the application of any such applicable proceeds from Collateral granted by any German Loan Party shall be applied only to the German Secured Obligations and shall be subject to the German Guaranty Limitations (in respect of Collateral granted under the German Collateral Documents as set forth in the German Collateral Documents).

(c) At the election of the Administrative Agent and unless instructed by any Borrower Representative prior to the due date therefor that payment will otherwise be made, all payments of principal, interest, LC Disbursements, fees, premiums, reimbursable expenses (including, without limitation, all reimbursement for fees, costs and expenses pursuant to Section 9.03), and other sums payable under the Loan Documents, may be paid from the proceeds of Borrowings made hereunder whether made following a request by the applicable Borrower Representative pursuant to Section 2.03 or a deemed request as provided in this Section or may be deducted from any deposit account of any Borrower maintained with the Administrative Agent; provided that proceeds of any Borrowings of the German Borrowers and proceeds deducted from any deposit account of the German Borrowers shall only be used to pay the German Secured Obligations; provided further , that if the proceeds of any Borrowing or the proceeds deducted from any deposit account are for a specific German Borrower, then such amounts shall only be used to pay amounts owed by such German Borrower or any of its Subsidiaries. Each Borrower hereby irrevocably authorizes (i) the Administrative Agent to make a Borrowing for the purpose of paying each payment of principal, interest and fees as it becomes due hereunder or any other amount due under the Loan Documents and agrees that all such amounts charged shall constitute Loans (including Swingline Loans, but such a Borrowing may only constitute a Protective Advance if it is to reimburse costs, fees and expenses as described in Section 9.03) and that all such Borrowings shall be deemed to have been requested pursuant to Section 2.03 , Section 2.04 or Section 2.05 , as applicable, and (ii) the Administrative Agent to charge any deposit account of the relevant Borrower maintained with the Administrative Agent for each payment of principal, interest and fees as it becomes due hereunder or any other amount due under the Loan Documents.

(d) If, except as otherwise expressly provided herein, any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements and Swingline Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements and Swingline Loans and accrued interest thereon than the proportion received by any other similarly situated Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements and Swingline Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the applicable Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in LC Disbursements and Swingline Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by any Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements

or Swingline Loans to any assignee or participant, other than to the Borrowers or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation. Notwithstanding the foregoing, any such applicable payment from a German Loan Party shall only be used to purchase a participation in a German Secured Obligation in the same order set forth above.

(e) Unless the Administrative Agent shall have received notice from any Borrower Representative prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Bank hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Bank, as the case may be, the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders or the Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation (including without limitation the Overnight Foreign Currency Rate in the case of Loans denominated in a Foreign Currency).

(f) If any Lender shall fail to make any payment required to be made by it hereunder, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations hereunder until all such unsatisfied obligations are fully paid and/or (ii) hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender hereunder; application of amounts pursuant to clauses (i) and (ii) above shall be made in any order determined by the Administrative Agent in its discretion.

SECTION 2.19 Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.15, or if any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The applicable Borrower hereby agrees to pay all reasonable out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If any Lender requests compensation under Section 2.15 , or if any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17 , or if any Lender becomes a Defaulting Lender, then the Borrowers (acting through the applicable Borrower Representative) may, at their sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights (other than its existing rights to payments pursuant to Section 2.15 or 2.17) and obligations under this Agreement and other Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the applicable Borrowers shall have received the prior written consent of the Administrative Agent (and in circumstances where its consent would be required under Section 9.04 , the Issuing Bank and the Swingline Lender), which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the applicable Borrowers (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17 , such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

SECTION 2.20 Defaulting Lenders . Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 2.12(a) ;

(b) the Commitment and Revolving Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 9.02) or under any other Loan Document; provided , that, except as otherwise provided in Section 9.02 , this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification expressly requiring the consent of such Lender or each Lender directly affected thereby;

(c) if any Swingline Exposure or LC Exposure exists at the time a Lender becomes a Defaulting Lender then:

(i) all or any part of the Swingline Exposure and LC Exposure of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent that (x) the conditions set forth in Section 4.02 are satisfied at the time of such reallocation, (y) the sum of all non-Defaulting Lenders' Revolving Exposures plus such Defaulting Lender's Swingline

Exposure and LC Exposure does not exceed the total of all non-Defaulting Lenders' Commitments and (z) each non-Defaulting Lender's Revolving Exposures do not exceed such non-Defaulting Lender's Commitment;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Company or the applicable Borrowers shall within one (1) Business Day following notice by the Administrative Agent (x) first , prepay such Swingline Exposure and (y) second , cash collateralize, for the benefit of the Issuing Bank, the Borrowers' obligations corresponding to such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.06(j) for so long as such LC Exposure is outstanding;

(iii) if the Company or the applicable Borrowers cash collateralize any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, the Borrowers shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.12(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Sections 2.12(a) and 2.12(b) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages; and

(v) if all or any portion of such Defaulting Lender's LC Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of the Issuing Bank or any other Lender hereunder, all letter of credit fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the Issuing Bank until and to the extent that such LC Exposure is reallocated and/or cash collateralized; and

(d) so long as such Lender is a Defaulting Lender, the Swingline Lender shall not be required to fund any Swingline Loan and the Issuing Bank shall not be required to issue, amend, renew, extend or increase any Letter of Credit, unless it is satisfied that the related exposure and such Defaulting Lender's then outstanding LC Exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the applicable Borrowers in accordance with Section 2.20(c) , and participating interests in any such newly made Swingline Loan or newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.20(c)(i) (and such Defaulting Lender shall not participate therein).

If (i) a Bankruptcy Event with respect to the Parent of any Lender shall occur following the date hereof and for so long as such event shall continue or (ii) the Swingline Lender or the Issuing Bank has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, the Swingline Lender shall not be required to fund any Swingline Loan and the Issuing Bank shall not be required to issue, amend or increase any Letter of Credit, unless the Swingline Lender or

the Issuing Bank, as the case may be, shall have entered into arrangements with the Company or such Lender, reasonably satisfactory to the Swingline Lender or the Issuing Bank, as the case may be, to defease any risk to it in respect of such Lender hereunder.

In the event that each of the Administrative Agent, the Borrowers, the Issuing Bank and the Swingline Lender agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposure and LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on the date of such readjustment such Lender shall purchase at par such of the Loans of the other Lenders (other than Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage.

SECTION 2.21 Returned Payments . If after receipt of any payment which is applied to the payment of all or any part of the Obligations (including a payment effected through exercise of a right of setoff), the Administrative Agent or any Lender is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion), then the Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by the Administrative Agent or such Lender. The provisions of this Section 2.21 shall be and remain effective notwithstanding any contrary action which may have been taken by the Administrative Agent or any Lender in reliance upon such payment or application of proceeds. The provisions of this Section 2.21 shall survive the termination of this Agreement.

SECTION 2.22 Banking Services and Swap Agreements . Each Lender or Affiliate thereof providing Banking Services for, or having Swap Agreements with, any Loan Party shall deliver to the Administrative Agent, promptly after entering into such Banking Services or Swap Agreements, written notice setting forth the aggregate amount of all Banking Services Obligations Amounts and Swap Agreement Obligations Amounts of such Loan Party or Affiliate thereof to such Lender or Affiliate (whether matured or unmatured, absolute or contingent). In addition, each such Lender or Affiliate thereof shall deliver to the Administrative Agent, from time to time after a significant change therein or upon a request therefor, but in any event not less than monthly, a summary of the Banking Services Obligations Amount and Swap Agreement Obligations Amount. The most recent information provided to the Administrative Agent shall be used in determining the amounts to be applied in respect of such Banking Services Obligations Amount and/or Swap Agreement Obligations Amount pursuant to Section 2.18(b) .

SECTION 2.23 Judgment Currency . If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from any Borrower hereunder in the currency expressed to be payable herein (the " **specified currency** ") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the specified currency with such other currency at the Administrative Agent's main New York City office on the Business Day preceding that on which final, non-appealable

judgment is given. The obligations of each Borrower in respect of any sum due to any Lender or the Administrative Agent hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by such Lender or the Administrative Agent (as the case may be) of any sum adjudged to be so due in such other currency such Lender or the Administrative Agent (as the case may be) may in accordance with normal, reasonable banking procedures purchase the specified currency with such other currency. If the amount of the specified currency so purchased is less than the sum originally due to such Lender or the Administrative Agent, as the case may be, in the specified currency, each Borrower agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify such Lender or the Administrative Agent, as the case may be, against such loss, and if the amount of the specified currency so purchased exceeds (a) the sum originally due to any Lender or the Administrative Agent, as the case may be, in the specified currency and (b) any amounts shared with other Lenders as a result of allocations of such excess as a disproportionate payment to such Lender under Section 2.18 , such Lender or the Administrative Agent, as the case may be, agrees to remit such excess to such Borrower.

SECTION 2.24 Designation of Additional German Borrowers . (a) The German Borrower Representative may from time to time, with not less than fifteen (15) Business Days prior written notice (or such fewer days as the Administrative Agent may agree to in its sole discretion), designate Subsidiaries organized under the laws of Germany as additional German Borrowers by delivery to the Administrative Agent of a Borrowing Subsidiary Agreement executed by such Subsidiary and the German Borrower Representative and the satisfaction of the other conditions precedent set forth in Section 4.03 , and upon such delivery and satisfaction (such date, the " German Borrower Effective Date ") and the effectiveness of the German Borrower Amendment, such Subsidiary shall constitute a German Borrower for all purposes of this Agreement. As soon as practicable upon receipt of a Borrowing Subsidiary Agreement, the Administrative Agent shall furnish a copy thereof to each Lender. This Agreement may be amended pursuant to an amendment or an amendment and restatement (a " **German Borrower Amendment** ") executed by the German Borrower Representative, the applicable additional German Borrower and the Administrative Agent, without the consent of any other Lenders, in order to effect such amendments to this Agreement as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and its counsel, to effect this Section 2.24 (including to add or combine German Borrowing Bases). Upon such execution, delivery and consent, such Subsidiary shall for all purposes be a party hereto as a German Borrower as fully as if it had executed and delivered this Agreement.

(b) Removal of German Borrower . The German Borrower Representative may at any time execute and deliver to the Administrative Agent a termination agreement (in form and substance reasonably acceptable to the Administrative Agent) with respect to any German Borrower, whereupon such Subsidiary shall cease to be a German Borrower and a party to this Agreement. Notwithstanding the

preceding sentence, no such termination will become effective as to any German Borrower at a time when any principal of or interest on any Loan to such German Borrower or any other amount due and payable by such German Borrower shall be outstanding hereunder, or when assets of such German Borrower are included in any Borrowing Base.

SECTION 2.25 Special Cash Collateral Account . All amounts on deposit from time to time in the Special Cash Collateral Account shall constitute part of the Collateral hereunder and shall not constitute payment of the Obligations until applied thereto as hereinafter provided. Any income received with respect to amounts from time to time on deposit in the Special Cash Collateral Account, including any interest, shall be deposited in the Collection Account. The Administrative Agent shall at all times have control and complete dominion over the Special Cash Collateral Account and all amounts on deposit therein; provided, however, that the Domestic Borrowers may, upon the written request of the Domestic Borrower Representative delivered to the Administrative Agent, from time to time withdraw Pledged Cash and use the requested funds (a) to pay, prepay or repay Obligations in respect of the Loans, and (b) subject to obtaining the Administrative Agent's prior written consent, for any other purpose not herein prohibited. The Administrative Agent agrees that it will not unreasonably withhold, delay or condition such consent so long as (A) Aggregate Availability, as determined by the Administrative Agent, is not less than $35,000,000 at the time of and immediately after giving effect to such withdrawal and application of funds, and (B) the Domestic Borrowers have not made a request (that was approved by the Administrative Agent) to withdraw Pledged Cash pursuant to clause (b) of this Section within the immediately preceding thirty (30) days. Any use of Pledged Cash by the Domestic Borrowers other than as permitted in the foregoing provisions of this Section shall require the consent of the Required Lenders.

SECTION 2.26 German Separate Borrowing Base Trigger Period . Within five (5) Business Days after a German Separate Borrowing Base Trigger Period has commenced, the German Borrower Representative shall provide the Administrative Agent with the allocation among the individual German Borrowers of the German Tranche Revolving Loans and the German Tranche Letters of Credit outstanding at such time to the German Borrower Representative; provided that if the German Borrower Representative shall fail to provide such allocation within such time period, the Administrative Agent shall use its reasonable credit judgment to allocate among the individual German Borrowers the German Tranche Revolving Loans and German Tranche Letters of Credit outstanding at such time to the German Borrower Representative; provided that no German Borrower will be able to request a Borrowing until the allocation among the individual German Borrowers has been finalized. If any German Borrower is not in compliance with the Revolving Exposure Limitations at the end of such five (5) Business Day Period after giving effect to the foregoing allocation of the German Tranche Revolving Loans and German Tranche Letters of Credit outstanding, the German Borrower Representative shall immediately (except as provided below) pay, or cause the applicable German Borrower to immediately (except as provided below) repay, the German Tranche Revolving Loans or cash collateralize the German Tranche LC Exposure in accordance with Section 2.06(j) , as applicable, in an aggregate amount equal to such excess; provided that, if the Trigger Period Notice is being delivered in connection with the failure of a German EAV to be in full force and effect, the Loan Parties shall have an additional five (5) Business Days to eliminate such excess; provided further that the German Guaranty Limitations shall apply to the obligation of a German Borrower to repay Revolving Loans of any other German Borrower.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to the Lenders (provided that representations and warranties of the German Loan Parties shall be limited to the facts and circumstances of the German Loan Parties and their Subsidiaries) that:

SECTION 3.01 Organization; Powers . The Loan Parties and each of their Subsidiaries are duly organized, validly existing and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the laws of the jurisdiction of its organization, have all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, are qualified to do business, and are in good standing (to the extent such concept is applicable), in every other jurisdiction where such qualification is required.

SECTION 3.02 Authorization; Enforceability . The Transactions are within each Loan Party's organizational powers and have been duly authorized by all necessary organizational actions and, if required, actions by equity holders. Each Loan Document to which each Loan Party is a party has been duly executed and delivered by such Loan Party and constitutes a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law, and requirements of reasonableness, good faith and fair dealing.

SECTION 3.03 Governmental Approvals; No Conflicts . The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except for filings necessary to perfect Liens created pursuant to the Loan Documents, (b) will not violate any Requirements of Law applicable to any Loan Party or any of its Subsidiaries, (c) will not violate or result in a default in any material respects under any material indenture, material agreement or other material instrument, including, without limitation, the Senior Note Indenture and any Additional Senior Note Indenture, binding upon any Loan Party or any of its Subsidiaries or the assets of any Loan Party or any of its Subsidiaries, or give rise to a right thereunder to require any material payment to be made by any Loan Party or any of its Subsidiaries, and (d) will not result in the creation or imposition of any Lien on any asset of any Loan Party or any of its Subsidiaries, except Liens created pursuant to the Loan Documents, and except, in the case of clauses (a) and (b) above, where such breach or the failure to take such action, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.04 Financial Condition; No Material Adverse Change . (a) The Company has heretofore furnished to the Lenders its Consolidated balance sheet and statements of income, stockholders equity and cash flows (i) as of and for the fiscal year ended December 31, 2013, reported on by Deloitte & Touche LLP, independent public accountants, and (ii) as of and for each fiscal month and fiscal quarter ending on or prior to September 30, 2014, certified by a Financial Officer of the Company. Such financial statements present fairly, in all material

respects, the financial position and results of operations and cash flows of the Company and its Consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above.

(b) The Company has heretofore furnished to the Administrative Agent projected income statements, balance sheets and cash flows of the Loan Parties and their Subsidiaries, on a Consolidated basis, together with one or more schedules demonstrating prospective compliance with all financial covenants contained in this Agreement, such projections disclosing all material assumptions made by the Loan Parties in formulating such projections on (x) a monthly basis for the remainder of fiscal year 2014, (y) a quarterly basis for fiscal year 2015 and (z) an annual basis for fiscal years 2016 through 2019. The projections are based upon estimates and assumptions which the Loan Parties believe are reasonable in light of the conditions which existed as of the time the projections were made, have been prepared on the basis of the material assumptions stated therein and reflect as of the date of this Agreement and the Effective Date an estimate believed reasonable by the Loan Parties as to the results of operations and other information projected therein.

(c) Since December 31, 2013, no event, change or condition has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect.

SECTION 3.05 Properties. (a) Each of the Company and its Subsidiaries has defensible title to, or valid leasehold interests or licensed interests in, all its real and personal Property material to the businesses of the Company and its Subsidiaries taken as a whole, except for minor defects in title that do not interfere with their ability to conduct such businesses or to utilize such properties for their intended purposes.

(b) Each of the Company and its Subsidiaries owns, or is licensed to use, all material trademarks, tradenames, copyrights, and patents necessary for the operation of the business of the Company and its Subsidiaries, taken as a whole, and to the knowledge of the Company the use thereof by the Company and its Subsidiaries does not infringe upon the rights of any other Person, except for any such infringements that could not reasonably be expected to result in a Material Adverse Effect.

(c) No Loan Party is in default in any material respect under any lease with respect to any Material Leasehold Property, and to the knowledge of any Loan Party, no other party thereto is in default under any such lease.

SECTION 3.06 Litigation and Environmental Matters. (a) No actions, suits or proceedings by or before any arbitrator or Governmental Authority are pending or, to the knowledge of any Loan Party, threatened against or affecting any Loan Party or any Subsidiary (i) except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect (other than the Disclosed Matters) or (ii) that involve this Agreement or the Transactions.

(b) Except for the Disclosed Matters (i) no Loan Party or any of its Subsidiaries has received written notice of any claim with respect to any Environmental Liability in excess of

$5,000,000 or knows of any basis for it so be subject to any Environmental Liability in excess of $5,000,000, in each case with respect to which there is a reasonable possibility of an adverse determination and (ii) no Loan Party or any of its Subsidiaries (A) has failed to comply with any applicable Environmental Law which is reasonably expected to result in any Environmental Liability in excess of $5,000,000 or to obtain, maintain or comply with any permit, license or other approval required under any applicable Environmental Law which is reasonably expected to result in any Environmental Liability in excess of $5,000,000, or (B) has become subject to any Environmental Liability in excess of $5,000,000.

(c) Since the date of this Agreement, there has been no change in the status of the Disclosed Matters that, individually or in the aggregate, has resulted in a Material Adverse Effect.

SECTION 3.07 Compliance with Laws and Agreements; No Default . Except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, each of the Loan Parties and its Subsidiaries is in compliance with (i) all Requirements of Law applicable to it or its Property and (ii) all indentures, material agreements and other material instruments, including, without limitation, the Senior Note Indenture and any Additional Senior Note Indenture, binding upon it or its Property. No Default has occurred and is continuing.

SECTION 3.08 Investment Company Status . No Loan Party or any of its Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 3.09 Taxes . Each of the Loan Parties and its Subsidiaries has timely filed or caused to be timely filed (except for extensions duly obtained) Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) as disclosed in Schedule 3.09 , (b) those for which extensions have been obtained and (c) Taxes that are being contested in good faith by appropriate proceedings and for which such Loan Party or such Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP. No federal income tax returns of any Loan Party has been audited by the Internal Revenue Service, the Canada Revenue Agency, the Netherlands national tax authority (Belastingdienst) or the German national tax authority (*Finanzamt*), the determination under which could reasonably be expected to have a Material Adverse Effect. No Loan Party, as of the Effective Date, has requested or been granted any extension of time to file any federal tax return. No Loan Party or any of its Subsidiaries has, as of the Effective Date, requested or been granted any extension of time to file any state, provincial, local or foreign tax return, other than extensions with respect to tax liabilities where such Loan Party's or such Subsidiary's failure to pay such tax liabilities would not have a Material Adverse Effect. Except for any tax sharing agreement (including, with respect to the relevant German Borrowers, the German EAV) entered into and delivered to the Administrative Agent pursuant to the terms hereof, no Loan Party is a party to, or has any material obligation under, any tax sharing arrangement with any Person.

SECTION 3.10 ERISA; Pension Plans .

(a) ERISA . No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect.

(b) Foreign Pension Plans . Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect: (i) all employer and employee contributions (including insurance premiums) required from any Loan Party or any of its Affiliates by applicable law or by the terms of any Foreign Pension Plan (including any policy held thereunder) have been made, or, if applicable, accrued in accordance with normal accounting practices; (ii) each Foreign Pension Plan that is required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities; and (iii) each such Foreign Pension Plan is in compliance (A) with all material provisions of applicable law and all material applicable regulations and regulatory requirements (whether discretionary or otherwise) with respect to such Foreign Pension Plan and (B) with the terms of such Foreign Pension Plan.

SECTION 3.11 Disclosure . The information furnished by or on behalf of any Loan Party in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) (excluding any forecasts, protections or estimates contained in such information), taken as a whole, and after giving effect to any updates provided, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances when made, not misleading; provided, however, it is understood that financial statements only contain such disclosures as are required by GAAP. All forecasts, projections or estimates that are part of such information (including those delivered subsequent to the Effective Date) have been prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood and agreed that financial projections are not a guarantee of financial performance and actual results may differ from financial projections and such differences may be material).

SECTION 3.12 Solvency . Immediately after the consummation of the Transactions to occur on the Effective Date:

(a) The value of the assets of each Loan Party (including contribution rights from other Loan Parties), based on a fair valuation thereof, is not less than the amount that will be required to be paid on or in respect of the probable liability on the existing debts and other liabilities (including contingent liabilities) of such Loan Party, as they are expected to become absolute and mature. The value of the assets of each of the Subsidiaries of the Loan Parties (including contribution rights from other Loan Parties), based on a fair valuation thereof, is not less than the amount that will be required to be paid on or in respect of the probable liability on the existing debts and other liabilities (including contingent liabilities) of each such Subsidiary, as they are expected to become absolute and mature.

(b) The assets of each Loan Party do not constitute unreasonably small capital for such Loan Party to carry out its business as now conducted and as proposed to be conducted including the capital needs of such Loan Party, taking into account (i) the nature of the business

conducted by such Loan Party, (ii) the particular capital requirements of the business conducted by such Loan Party, (iii) the anticipated nature of the business to be conducted by such Loan Party in the future, and (iv) the projected capital requirements and capital availability of such current and anticipated business. The assets of each of the Subsidiaries of each Loan Party do not constitute unreasonably small capital for such Subsidiary to carry out its business as now conducted and as proposed to be conducted, including the capital needs of each such Subsidiary, taking into account (A) the nature of the business conducted by such Subsidiary, (B) the particular capital requirements of the business conducted by such Subsidiary, (C) the anticipated nature of the business to be conducted by such Subsidiary in the future, and (D) the projected capital requirements and capital availability of such current and anticipated business.

(c) No Loan Party, nor any of its Subsidiaries, intends to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be received by each such Loan Party and Subsidiary and the timing and amounts to be payable on or in respect of debt of each such Loan Party and Subsidiary, as applicable). The cash flow of each such Loan Party and Subsidiary, after taking into account all anticipated uses of the cash of each such Loan Party and Subsidiary, should at all times be sufficient to pay all such amounts on or in respect of debt of each such Loan Party and Subsidiary when such amounts are anticipated to be required to be paid.

(d) The Loan Parties do not believe that final judgments against any of them or any of their Subsidiaries in actions for money damages presently pending, if any, will be rendered at a time when, or in an amount such that, the applicable Loan Party or Subsidiary will be unable to satisfy any such judgments promptly in accordance with their terms (taking into account the maximum reasonable amount of such judgments in any such actions and the earliest reasonable time at which such judgments might be rendered). The cash flow of each such Loan Party and Subsidiary, as applicable, after taking into account all other anticipated uses of the cash of each such Loan Party and Subsidiary, as applicable (including the payments on or in respect of debt referred to in clause (c) of Section 3.12), should at all times be sufficient to pay all such judgments promptly in accordance with their terms (taking into account the maximum reasonable amount of such judgments in any such actions and the earliest reasonable time at which such judgments might be rendered).

(e) With respect to each German Loan Party, no German Insolvency Event has occurred with respect to it.

SECTION 3.13 Insurance . Schedule 3.13 sets forth a description of all insurance maintained by or on behalf of the Loan Parties and their Subsidiaries as of the Effective Date. The Company maintains, and has caused each of its Subsidiaries to maintain, with financially sound and reputable insurance companies, insurance on all their real and personal Property in such amounts, subject to such deductibles and self-insurance retentions and covering such properties and risks as are adequate and customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

SECTION 3.14 Capitalization and Subsidiaries . As of the Effective Date, Schedule 3.14 sets forth (a) a correct and complete list of the name and relationship to the Company of each of its Subsidiaries, (b) a true and complete listing of each class of each Borrower's (other

than the Company's) issued and outstanding Equity Interests, all of which Equity Interests are owned beneficially and of record by the Persons identified on Schedule 3.14, and (c) the type of entity of the Company and each of its Subsidiaries.

SECTION 3.15 Security Interest in Collateral. The provisions of this Agreement and the other Loan Documents create legal and valid Liens on all of the Collateral in favor of the Administrative Agent, for the benefit of the Secured Parties, and, subject to certain filings (or, in the case of Mortgages over real Property of German Loan Parties, property registrations in the applicable land register), notices and recording contemplated by the Collateral Documents previously made or to be made on or about the Effective Date (or, with respect to any Person that becomes a Loan Party after the Effective Date, on or about such later date on which such Person becomes a Loan Party), such Liens constitute perfected and continuing Liens on the Collateral in the manner required by the Collateral Documents, securing the Secured Obligations (or designated portion thereof), enforceable against the applicable Loan Party and all third parties, and having priority over all other Liens on the Collateral except (a) Liens permitted under Section 6.02 that are not required to be junior in priority, to the extent any such Liens would have priority over the Liens in favor of the Administrative Agent pursuant to any applicable law or agreement and (b) Liens perfected only by control or possession (including possession of, or notation of a Lien on, any certificate of title) to the extent the Administrative Agent has not obtained or does not maintain control or possession of such Collateral (or has not noted such Lien on any certificate of title).

SECTION 3.16 Employment Matters. As of the Effective Date, there are no strikes, lockouts or slowdowns against any Loan Party or any of its Subsidiaries pending or, to the knowledge of any Loan Party, threatened, that, in the aggregate, could reasonably be expected to result in a Material Adverse Effect. The hours worked by and payments made to employees of the Loan Parties and their Subsidiaries have not been in violation of the Fair Labor Standards Act or any other Requirements of Law dealing with such matters, in a manner that, in the aggregate, could reasonably be expected to result in a Material Adverse Effect. All payments due from any Loan Party or any of its Subsidiaries, or for which any claim may be made against any Loan Party or any of its Subsidiaries, on account of wages, vacation pay and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of the Loan Party or such Subsidiary, except those that could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.17 Federal Reserve Regulations. No part of the proceeds of any Loan or Letter of Credit has been used or will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X. No Borrower is engaged or will engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board), or extending credit for the purpose of purchasing or carrying margin stock.

SECTION 3.18 Use of Proceeds. The proceeds of the Loans have been used and will be used, whether directly or indirectly as set forth in Section 5.09.

SECTION 3.19 Common Enterprise. The successful operation and condition of each of the Loan Parties is dependent on the continued successful performance of the functions of the

group of the Loan Parties as a whole and the successful operation of each of the Loan Parties is dependent on the successful performance and operation of each other Loan Party. Each Loan Party expects to derive benefit either in its separate capacity or as a member of the group of companies, directly or indirectly, from (i) successful operations of each of the other Loan Parties and (ii) the credit extended by the Lenders to the Borrowers hereunder. Each Loan Party has determined that execution, delivery, and performance of this Agreement and any other Loan Documents to be executed by such Loan Party is within its purpose, in furtherance of its direct and/or indirect business interests, will be of direct and indirect benefit to such Loan Party or the Loan Parties taken as a group, and is in its or the group's best interest.

SECTION 3.20 No Change in Credit Criteria or Collection Policies. There has been no material adverse change in credit criteria or collection policies concerning Receivables of any Domestic Loan Party since November 5, 2009, which has had or which is likely to have a Material Adverse Effect.

SECTION 3.21 Status of Receivables and Other Collateral. Each Loan Party is and shall be the sole owner, free and clear of all Liens except in favor of the Administrative Agent or otherwise permitted under Section 6.02 hereunder, of and fully authorized to sell, transfer, pledge and/or grant a security interest in all of the Collateral (other than Excluded Assets) owned by such Loan Party, and (a) each Receivable reported by the Loan Parties as an Eligible Receivable meets the requirements of the definition of Eligible Receivable, each item of Inventory reported by the Loan Parties as Eligible Inventory meets the requirements of the definition of Eligible Inventory, each item of Eligible Equipment reported by the Loan Parties as Eligible Equipment meets the requirements of the definition of Eligible Equipment, each Real Property Asset reported by the Loan Parties as Eligible Real Estate meets the requirements of the definition of Eligible Real Estate.

SECTION 3.22 Transactions with Related Parties. Any and all transactions, contracts, licenses, or other agreements existing on the date of this Agreement and the Effective Date which have been entered into by and among any Loan Party and any Affiliate, officer, or director of any Loan Party (other than Permitted Affiliate Transactions), have been entered into and made upon terms and conditions not less favorable to the applicable Loan Parties than those terms which could have been obtained from wholly independent and unrelated sources.

SECTION 3.23 Deposit Accounts. Each deposit account of the Loan Parties (including each Collection Account) which customarily maintains funds in excess of $10,000 is listed in Section II of the Perfection Certificate, and each Collection Account is specified as such on such Schedule; provided that Section II of the Perfection Certificate may be updated by the Loan Parties from time to time when the Loan Parties add or remove deposit accounts in accordance with this Agreement. Each deposit account of the Loan Parties (including each Collection Account), including each deposit account listed on Section II of the Perfection Certificate or established pursuant to Section 6.18, is a Controlled Account (except with respect to Excluded Assets and the accounts referred to in Section 6.18(c) to the extent provided therein).

SECTION 3.24 Qualified ECP Guarantor. The Company is a Qualified ECP Guarantor.

SECTION 3.25 Anti-Corruption Laws and Sanctions . Each Loan Party has implemented and maintains in effect policies and procedures designed to ensure compliance by such Loan Party, its Subsidiaries and their respective directors, officers and employees with Anti-Corruption Laws and applicable Sanctions, and such Loan Party, its Subsidiaries and their respective officers and employees and, to the knowledge of such Loan Party, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in any Loan Party being designated as a Sanctioned Person. None of (a) any Loan Party, any Subsidiary or, to the knowledge of the Loan Parties and the Subsidiaries, any of their respective directors, officers or employees, or (b) to the knowledge of the Loan Parties, any agent of the Loan Parties or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. None of the Transactions or any other transaction contemplated by this Agreement or any other Loan Document will violate Anti-Corruption Laws or applicable Sanctions.

SECTION 3.26 Centre of Main Interest . For the purposes of the Regulation, each German Loan Party's centre of main interests (as that term is used in Article 3(1) of the Regulation) is situated in its jurisdiction of incorporation and it has no "establishment" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction.

ARTICLE IV

CONDITIONS

SECTION 4.01 Effective Date . The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) Credit Agreement and Other Loan Documents . The Administrative Agent (or its counsel) shall have received (i) from each party hereto either (A) a counterpart of this Agreement signed on behalf of such party or (B) written evidence satisfactory to the Administrative Agent (which may include facsimile or other electronic transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement, (ii) either (A) a counterpart of each other Loan Document signed on behalf of each party thereto or (B) written evidence satisfactory to the Administrative Agent (which may include facsimile or other electronic transmission of a signed signature page thereof) that each such party has signed a counterpart of such Loan Document, (iii) without limiting the preceding clause (ii), from each Lender hereto either (A) a counterpart of the Lender Allocation Agreement signed on behalf of such Lender or (B) written evidence satisfactory to the Administrative Agent (which may include facsimile or other electronic transmission of a signed signature page thereof) that such Lender has signed a counterpart of the Lender Allocation Agreement, and (iv) such other certificates, documents, instruments and agreements as the Administrative Agent shall reasonably request in connection with the transactions contemplated by this Agreement and the other Loan Documents, including any promissory notes requested by a Lender pursuant to Section 2.10 payable to each such requesting Lender and written opinions of the U.S. and German counsels of the Loan Parties, as the Administrative Agent may request, addressed to the Administrative Agent, the Issuing Bank and the Lenders (together with any other real estate related opinions

separately described herein), all in form and substance satisfactory to the Administrative Agent, the Lead Arranger and their counsel.

(b) Financial Statements and Projections . The Lenders shall have received (i) audited Consolidated financial statements of the Company and its Subsidiaries for the 2013 fiscal year, (ii) unaudited interim Consolidated and Consolidating financial statements of the Company and its Subsidiaries for each fiscal quarter and fiscal month ended after the date of the latest applicable financial statements delivered pursuant to clause (i) of this paragraph as to which such financial statements are available, and such financial statements shall not, in the reasonable judgment of the Administrative Agent, reflect any material adverse change in the Consolidated financial condition of Company and its Subsidiaries, as reflected in the audited, Consolidated financial statements described in clause (i) of this paragraph and (iii) satisfactory projections on (x) a monthly basis for the remainder of fiscal year 2014, (y) a quarterly basis for fiscal year 2015 and (z) an annual basis for fiscal years 2016 through 2019.

(c) Closing Certificates; Certified Certificate of Incorporation; Good Standing Certificates . The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the Effective Date and executed by its Secretary or Assistant Secretary, or with regard to a German Loan Party the competent managing director (*Geschäftsführer*), which shall (A) certify the resolutions of its Board of Directors, shareholder(s), members or other body authorizing the execution, delivery and performance of the Loan Documents to which it is a party, (B) identify by name and title and bear the signatures of the Financial Officers, to the extent available, and any other officers of such Loan Party authorized to sign the Loan Documents to which it is a party, and (C) contain appropriate attachments, including the certificate or articles of incorporation or organization (or similar document) of each Loan Party certified by the relevant authority of the jurisdiction of organization of such Loan Party (to the extent available in the jurisdiction) and a true and correct copy of its by-laws or operating, management or partnership agreement (or similar document), together with certified up to date (no older than 15 days from the Effective Date) excerpts of the commercial register for each Loan Party organized under the laws of Germany, and a certified copy of a shareholder list, if applicable, and (ii) a good standing certificate (where relevant) for each Loan Party from its jurisdiction of organization or the substantive equivalent, if any, available in the jurisdiction of organization for each Loan Party from the appropriate governmental officer in such jurisdiction.

(d) No Default Certificate . The Administrative Agent shall have received a certificate, signed by a Financial Officer of the Company, dated as of the Effective Date, (i) stating that no Default has occurred and is continuing, (ii) stating that the representations and warranties contained in Article III are true and correct in all material respects as of such date (or, with respect to any representation or warranty which by its terms is made as of a specified date, is true and correct in all material respects only as of such specified date or, with respect to any

representation or warranty which is subject to any materiality qualifier, is true and correct in all respects), and (iii) certifying any other factual matters as may be reasonably requested by the Administrative Agent.

(e) Fees . The Lenders, the Administrative Agent and the Lead Arranger shall have received all fees required to be paid, and all expenses for which invoices have been presented on

or before the Effective Date (including the reasonable fees and expenses of legal counsel), on or before the Effective Date.

(f) Lien Searches . The Administrative Agent shall have received the results of a recent lien search in each jurisdiction (where applicable) or certified land register extracts (*Grundbuchauszüge*) reasonably requested by the Administrative Agent and such search shall reveal no Liens on any of the assets of the Loan Parties except for Liens permitted by Section 6.02 or reflected in the relevant land register extract or discharged on or prior to the Effective Date pursuant to a pay-off letter or other documentation satisfactory to the Administrative Agent.

(g) Pay-Off Letter . The Administrative Agent shall have received satisfactory pay-off letters for all existing Indebtedness to be repaid from the proceeds of the initial Borrowing, confirming that all Liens upon any of the Property of the Loan Parties constituting Collateral will be terminated concurrently with such payment and all letters of credit issued or guaranteed as part of such Indebtedness shall have been cash collateralized, supported by a Letter of Credit or reevidenced hereby as an Existing Letter of Credit.

(h) Funding Accounts . The Administrative Agent shall have received a notice setting forth the deposit account of the Domestic Borrower Representative and the deposit account of the German Borrower Representative (each a " **Funding Account** ") to which the Administrative Agent is authorized by the Domestic Borrower Representative or the German Borrower Representative, as applicable, to transfer the proceeds of any Borrowings requested or authorized pursuant to this Agreement.

(i) Solvency . The Administrative Agent shall have received a solvency certificate from a Financial Officer of each Loan Party, certifying the solvency of such Loan Party.

(j) Borrowing Base Certificate . The Administrative Agent shall have received a Borrowing Base Certificate which calculates each of the Borrowing Bases as of a date specified by the Administrative Agent with customary supporting documentation and supplemental reporting satisfactory to the Administrative Agent.

(k) Closing Availability . After giving effect to all Borrowings to be made on the Effective Date, the issuance of any Letters of Credit on the Effective Date and the payment of all fees and expenses due hereunder, the Aggregate Availability shall not be less than $35,000,000.

(l) Pledged Equity Interests; Stock Powers; Pledged Notes . The Administrative Agent shall have received (i) the certificates representing Equity Interests pledged pursuant to any Collateral Document, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof, to the extent applicable, and (ii) each promissory note (if any) required to be delivered to the Administrative Agent pursuant to any Collateral Documents) endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

(m) Filings, Registrations and Recordings . Each document (including any Uniform Commercial Code financing statement) required by the Collateral Documents or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of itself, the Lenders and the other

Secured Parties, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 6.02), shall be in proper form for filing, registration or recordation.

(n) Insurance . The Administrative Agent shall have received evidence of insurance coverage and endorsement to policies in form, scope, and substance reasonably satisfactory to the Administrative Agent and otherwise in compliance with the terms of the Collateral Documents.

(o) Letter of Credit Application . If a Letter of Credit is requested to be issued on the Effective Date, the Administrative Agent shall have received a properly completed letter of credit application (whether standalone or pursuant to a master agreement, as applicable).

(p) Tax Withholding . The Administrative Agent shall have received a properly completed and signed IRS Form W-8 or W-9, as applicable, for each Loan Party.

(q) Field Examination . The Administrative Agent or its designee shall have conducted a field examination of the Loan Parties' Accounts, Inventory and related working capital matters and of the Loan Parties' related data processing and other systems, the results of which shall be satisfactory to the Administrative Agent in its sole discretion.

(r) Appraisals . The Administrative Agent shall have received appraisals of the applicable Loan Parties' Inventory, Equipment and Eligible Real Estate from one or more firms satisfactory to the Administrative Agent, which appraisals shall be satisfactory to the Administrative Agent in its sole discretion.

(s) USA PATRIOT Act, Etc . The Administrative Agent and the Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, for each Loan Party.

(t) Collateral Access and Tri-Party Agreements . The Administrative Agent shall have received each (i) Collateral Access Agreement required to be provided pursuant to the Collateral Documents and (ii) each Tri-Party Agreement or account pledge agreement and related notice of pledge/ acknowledgments by the relevant account banks required to be delivered for the Domestic Loan Parties and the German Loan Parties, in each case required to be provided pursuant to the Collateral Documents (it being understood that the acknowledgments by the relevant account banks may be delivered in due course after the Effective Date).

(u) Perfection Certificate . The Administrative Agent shall have received a Perfection Certificate, dated the Effective Date, substantially in the form of Exhibit G hereto, duly executed by each Loan Party.

(v) Existing Mortgages . The Administrative Agent shall have received for any Mortgages previously delivered and executed by the Domestic Borrowers pursuant to the Existing Credit Agreement (each such Mortgage, an " **Existing Mortgage** ") (i) a fully executed (and, where required, notarized) amendment or amendment and restatement of such Existing Mortgage, in proper form for recording in the applicable jurisdiction, confirming the

encumbrance of such Real Property Asset owned in fee as of the Effective Date and listed on Schedule 4.01 (each such Real Property Asset, an " **Existing Mortgaged Property** "); (ii) an endorsement or modification of any Mortgage Policy for each Existing Mortgaged Property; (iii) appraisals, together with reliance letters where applicable, concerning each Existing Mortgaged Property owned by the Domestic Borrowers from one or more independent real estate appraisers reasonably satisfactory to the Administrative Agent, which appraisals shall set forth the Net Recovery Value Percentage of such Existing Mortgaged Property and be in form, scope and substance reasonably satisfactory to the Administrative Agent and shall satisfy the requirements of any applicable laws and regulation; (iv) evidence reasonably satisfactory to the Administrative Agent that there are no material Taxes, charges (including water and sewer charges), withholdings, assessments or impositions of any kind which have been due and payable for more than thirty (30) days with respect to such Existing Mortgaged Property, except those for which extensions have been obtained and except for those which have been disclosed to the Administrative Agent and which are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained in accordance with GAAP; and (v) (1) a favorable opinion of counsel (which counsel shall be reasonably satisfactory to the Administrative Agent), as to the due authorization, execution and delivery by such Loan Party of such amendment or amendment and restatement of such Existing Mortgage and such other matters as the Administrative Agent may reasonably request, and (2) an opinion of counsel (which counsel shall be reasonably satisfactory to the Administrative Agent) in the state or province in which such Existing Mortgaged Property is located with respect to the enforceability of the form of amendment or amendment and restatement of such Existing Mortgage to be recorded in such state or province and such other reasonable and customary matters (including without limitation any matters governed by the laws of such state regarding personal property security interests in respect of any Collateral) as the Administrative Agent may reasonably request, in each case in Proper Form.

(w) New Mortgages . The Administrative Agent shall have received (i) a fully executed (and, where required, notarized but not yet registered in the land register) Mortgage (each a " **New Mortgage** " and, collectively, the " **New Mortgages** ", and together with the Existing Mortgages, the " **Effective Date Mortgages** "), in proper form for recording or registration, as the case may be, in the applicable jurisdiction, encumbering each Real Property Asset owned in fee as of the Effective Date that is not covered by an Existing Mortgage and listed on Schedule 4.01 (each such Real Property Asset, a " **New Mortgaged Property** ", and together with the Existing Mortgaged Property, an " **Effective Date Mortgaged Property** "), and with respect to a New Mortgage relating to Real Property Assets located in Germany, a notarial confirmation dated five (5) days after the date of notarization of such New Mortgage, evidencing that (A) the relevant New Mortgage has been filed with the relevant land registers, and (B) following an inspection of the online land register and the electronic table (*Markentabelle*), the notary is not aware of circumstances which would prevent the registration of the New Mortgage at the agreed rank; (ii) in the case of each Material Leasehold Property existing as of the Effective Date and listed on Schedule 4.01(a) copies of all leases between any Loan Party and any landlord or tenant, and any modifications, supplements or amendments thereto; (iii) (A) evidence reasonably acceptable to the Administrative Agent as to whether any New Mortgaged Property that is a Mill Property owned by the Loan Parties is a Flood Hazard Property, and (B) if there are any such Flood Hazard Properties, evidence that the applicable Loan Party has obtained flood hazard insurance as required by law with respect to each Flood Hazard Property in

reasonable amounts approved by the Administrative Agent, or evidence reasonably acceptable to the Administrative Agent that such insurance is not available; (iv) a Mortgage Policy for each New Mortgaged Property; (v) an ALTA Survey prepared and certified to the Administrative Agent by a surveyor acceptable to the Administrative Agent a Mortgage Policy for each New Mortgaged Property (excluding New Mortgaged Property of the German Loan Parties); (vi) appraisals, together with reliance letters where applicable, concerning each New Mortgaged Property owned by the Loan Parties from one or more independent real estate appraisers reasonably satisfactory to the Administrative Agent, which appraisals shall set forth the Net Recovery Value Percentage of such New Mortgaged Property and be in form, scope and substance reasonably satisfactory to the Administrative Agent and shall satisfy the requirements of any applicable laws and regulation; (vii) evidence reasonably satisfactory to the Administrative Agent that there are no material Taxes, charges (including water and sewer charges), withholdings, assessments or impositions of any kind which have been due and payable for more than thirty (30) days with respect to such New Mortgaged Property, except those for which extensions have been obtained and except for those which have been disclosed to the Administrative Agent and which are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained in accordance with GAAP; and (viii) (1) a favorable opinion of counsel (which counsel shall be reasonably satisfactory to the Administrative Agent), as to the due authorization, execution and delivery by such Loan Party of such Mortgage and such other matters as the Administrative Agent may reasonably request, and (2) an opinion of counsel (which counsel shall be reasonably satisfactory to the Administrative Agent) in the state or province in which such New Mortgaged Property is located with respect to the enforceability of the form of Mortgage to be recorded in such state or province and such other reasonable and customary matters (including without limitation any matters governed by the laws of such state regarding personal property security interests in respect of any Collateral) as the Administrative Agent may reasonably request, in each case in Proper Form.

(x) Hedging Policies . The Administrative Agent shall have received a copy of the Loan Parties' hedging policies, which hedging policies shall be reasonably satisfactory to the Administrative Agent.

(y) Environmental Reports . The Administrative Agent shall have received and be satisfied with any requested environmental review reports with respect to the real properties of the Borrowers and their Subsidiaries specified by the Administrative Agent from firm (s) satisfactory to the Administrative Agent, which reports shall be acceptable to all Lenders. Any environmental hazards or liabilities identified in any such environmental review report shall indicate the Loan Parties' plans with respect thereto.

(z) Government and Third Party Consents and Approvals . The Administrative Agent shall have received fully executed copies of all consents and approvals, if any, required to be obtained from any Governmental Authority or other Person in connection with the Transactions (including member and shareholder approvals, if any), each of which shall have been obtained on satisfactory terms and shall be in full force and effect.

(aa) No Legal Prohibition; No Injunction . The Transactions shall not be prohibited by any Requirements of Law. No injunction, litigation, arbitration or similar proceeding shall be

pending which calls into question the validity or the enforceability this Agreement or any other Loan Document.

(bb) Corporate Structure . The corporate structure, capital structure and other material debt instruments, material accounts and governing documents of the Borrowers and their Affiliates shall be acceptable to the Administrative Agent in its sole discretion.

(cc) Legal Due Diligence . The Administrative Agent and its counsel shall have completed all legal due diligence, the results of which shall be satisfactory to Administrative Agent in its sole discretion.

(dd) German Real Estate Assets . The Administrative Agent shall have received an officially certified (*öffentlich beglaubigte*) statement of receipt by the registered land owner of the land registered with the local court of Rosenheim district of Vagen, volume 43, folio 1772 that (i) the overall ground rent owed for the leasehold on the date of such statement equals € 50,154,96 p. a., (ii) all ground rent amounts accrued until and including the Effective Date in connection with the leasehold registered in Division II cons. no. 3 (but ranking prior to cons. no. 1 cons. no. 2) of the aforementioned land register are paid; (3) the land owner did not dispose over any single claim (*Einzelanspruch*) regarding the aforementioned ground rent, and such single claim is not subject to any compulsory pledge (*Pfändung im Wege der Zwangsvollstreckung*) by any third party.

(ee) German EAV . The Administrative Agent shall have received (a) a copy of each executed and notarized German EAV, and (b) evidence that each German EAV has been registered with the commercial register(s) of each relevant company, provided that with the respect to the Neenah Germany EAV, the Administrative Agent shall have received evidence that the Neenah Germany EAV has been filed for registration with the relevant commercial register.

(ff) Other Documents . The Administrative Agent shall have received such other documents, estoppel certificates and lien waivers as the Administrative Agent, the Issuing Bank, any Lender or their respective counsel may have reasonably requested.

Without limiting the generality of the provisions of Article VIII , for purposes of determining compliance with the conditions specified in this Section 4.01 , each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or be satisfied with, each document or other matter required under this Section 4.01 to be consented to or approved by or be acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the Effective Date specifying its objection thereto. All documents executed or submitted pursuant to this Section 4.01 by and on behalf of the Borrowers shall be in form and substance reasonably satisfactory to the Administrative Agent and its counsel. The Administrative Agent shall notify the Borrower Representatives and the Lenders of the Effective Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 9.02).

Upon the satisfaction of the conditions precedent set forth in this Section 4.01 on the Effective Date, (a) each Domestic Tranche Lender who holds Domestic Tranche Revolving Loans in an aggregate amount less than its Domestic Tranche Percentage (after giving effect to this amendment and restatement) of all Domestic Tranche Revolving Loans shall advance new Domestic Tranche Revolving Loans which shall be disbursed to the Administrative Agent and used to repay Domestic Tranche Revolving Loans outstanding to each Domestic Tranche Lender who holds Domestic Tranche Revolving Loans in an aggregate amount greater than its Domestic Tranche Percentage of all Domestic Tranche Revolving Loans, (b) each Domestic Tranche Lender's participation in each Domestic Tranche Letter of Credit shall be automatically adjusted to equal its Domestic Tranche Percentage (after giving effect to this amendment and restatement), and (c) such other adjustments shall be made as the Administrative Agent shall specify so that each Domestic Tranche Lender's Domestic Tranche Revolving Exposure equal its Domestic Tranche Percentage (after giving effect to this amendment and restatement). The loans and/or adjustments described in this paragraph are referred to herein as the " **True-Up Loans** ".

SECTION 4.02 Each Credit Event . The obligation of each Lender to make a Loan on the occasion of any Borrowing, and of the Issuing Bank to issue, amend, renew or extend any Letter of Credit, is subject to the satisfaction of the following conditions:

(a) The representations and warranties of the Loan Parties set forth in this Agreement shall be true and correct in all material respects with the same effect as though made on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date, and that any representation or warranty which is subject to any materiality qualifier shall be required to be true and correct in all respects).

(b) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default shall have occurred and be continuing.

(c) After giving effect to such Borrowing or the issuance, amendment, renewal or extension of any Letter of Credit, the Borrowers shall be in compliance with the Revolving Exposure Limitations.

(d) Each Borrowing and each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by each Loan Party on the date thereof as to the matters specified in paragraphs (a), (b), (c) and (e) of this Section; provided that representations and warranties made by the German Loan Parties with respect to this Section 4.02(d) shall be limited to the facts and circumstances of the German Loan Parties and their Subsidiaries. If requested by the Administrative Agent, it shall have received a certificate executed by the Financial Officer or other Responsible Officer of the applicable Borrower Representative as to compliance with paragraphs (a), (b), (c) and (e) of this Section.

(e) The making of such Loan or the issuance of such Letter of Credit, shall not be prohibited by, or subject the Administrative Agent or any Lender to, any penalty or onerous condition under any Requirements of Law.

SECTION 4.03 Designation of a German Borrower . The designation of a German Borrower pursuant to Section 2.24 is subject to the condition precedent that the German Borrower Representative or such proposed German Borrower shall have furnished or caused to be furnished to the Administrative Agent:

(a) Copies, certified by the managing director(s) (*Geschäftsführer*) of such German Borrower, of its shareholders and of its Board of Directors' resolutions (and resolutions of other bodies, if any are deemed necessary by counsel for the Administrative Agent) approving the Borrowing Subsidiary Agreement, this Agreement and any other Loan Documents to which such German Borrower is becoming a party and such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of such Subsidiary;

(b) An incumbency certificate, executed by the managing director(s) (*Geschäftsführer*)) of such German Borrower, which shall identify by name and title and bear the signature of the officers of such German Borrower authorized to request Borrowings hereunder and sign the Borrowing Subsidiary Agreement, this Agreement and the other Loan Documents to which such German Borrower is becoming a party, upon which certificate the Administrative Agent and the Lenders shall be entitled to rely until informed of any change in writing by the German Borrower Representative or such German Borrower;

(c) Opinions of counsel to such German Borrower, in form and substance reasonably satisfactory to the Administrative Agent and its counsel, with respect to the laws of its jurisdiction of organization and such other matters as are reasonably requested by counsel to the Administrative Agent and addressed to the Administrative Agent and the Lenders;

(d) Any promissory notes requested by any Lender, and any other instruments and documents reasonably requested by the Administrative Agent;

(e) A certificate, signed by a Financial Officer of the German Borrower Representative and dated the applicable German Borrower Effective Date, (i) stating that no Default has occurred and is continuing, (ii) stating that the representations and warranties contained in Article III are true and correct as of such date, and (iii) certifying any other factual matters as may be reasonably requested by the Administrative Agent (including solvency);

(f) A notice from the German Borrower Representative setting forth the Funding Account of such German Borrower to which the Lenders are authorized to transfer the proceeds of any Borrowings requested or authorized pursuant to this Agreement;

(g) Copies of such German Collateral Documents (and notices of security relating to such agreements) as the Administrative Agent may request, duly executed by such German Borrower, and other evidence satisfactory to the Administrative Agent that all filings and other actions have been taken for the Administrative Agent to have a first priority perfected security

interest in the Collateral of such German Borrower (subject to other than the Liens permitted pursuant to Section 6.02);

(h) A Borrowing Base Certificate calculating the Borrowing Base for such German Borrower, as of a date reasonably near but on or prior to the German Borrower Effective Date;

(i) All government and third party approvals in connection with the transaction contemplated pursuant to this Section 4.03 with respect to such German Borrower and the German Borrower Representative shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose adverse conditions with respect to the foregoing;

(j) Evidence of insurance coverage with respect to such German Borrower, in form, scope and substance evidencing compliance with the terms of any applicable Loan Document;

(k) Such information, supporting documentation and other evidence regarding such German Borrower and its directors, authorized signing officers, direct or indirect shareholders or other Persons in control thereof, and the transactions contemplated hereby, as may be reasonably requested by the Administrative Agent in order to comply with the requirements of the Act and any other applicable anti-money laundering and know-your-customer laws;

(l) To the extent requested by the Administrative Agent, satisfactory appraisals and field exams for such German Borrower and its assets from appraisers and examiners satisfactory to the Administrative Agent;

(m) Any Tri-Party Agreements or other equivalent arrangements that are required to be provided pursuant to Section 5.15 and each applicable German Collateral Document of such German Borrower;

(n) To the extent required by the terms of the applicable German Collateral Document of such German Borrower, the Administrative Agent shall have received the certificates representing the Equity Interests that are required to be pledged pursuant thereto, together with undated stock powers or stock transfer forms, as applicable, for each such certificate executed in blank by a duly authorized officer of the pledgor thereof.

(o) Payoff documentation providing evidence that all existing credit facilities of such German Borrower have been terminated and cancelled (other than Indebtedness permitted under Section 6.01(o)), all Indebtedness thereunder has been fully repaid and, to the extent available, the results of a recent lien search report in each of the jurisdictions where assets of such German Borrower are located, and such search shall reveal no Liens on any of the assets of such German Borrower except for Liens permitted under Section 6.02 hereof;

(p) Payment of all fees required to be paid and all expenses for which invoices have been presented (including, without limitation, the reasonable fees and expenses of legal counsel), in each case, in connection with the designation of such Subsidiary as a German Borrower; and

(q) Such other documents and the Loan Parties shall have taken such other actions, in each case, that the Administrative Agent may reasonably request in order to give effect to the provisions contained in this Section 4.03 and/or which the Administrative Agent reasonably deems necessary to reflect commercial or legal requirements in relation to such German Borrower.

ARTICLE V

AFFIRMATIVE COVENANTS

Each Loan Party covenants and agrees with the Administrative Agent and the Lenders that prior to the termination of this Agreement, each Loan Party will perform and observe each and all of the following covenants:

SECTION 5.01 Businesses and Properties . At all times: (a) do or cause to be done all things reasonably necessary to obtain, preserve, renew and keep in full force and effect the rights, licenses, permits, franchises, and Intellectual Property material to the conduct of its businesses; (b) maintain and operate such businesses in the same general manner in which they are presently conducted and operated, with such changes as such Loan Party deems prudent or as otherwise permitted by this Agreement; (c) comply in all material respects with all material Requirements of Law applicable to such businesses and the operation thereof, whether now in effect or hereafter enacted (including without limitation, all material Requirements of Law relating to public and employee health and safety and all Environmental Laws); (d) maintain in effect and enforce policies and procedures designed to ensure compliance by such Loan Party, its Subsidiaries and their respective directors, officers and employees with Anti-Corruption Laws and applicable Sanctions in all material respects and (e) maintain, preserve and protect all Property material to the conduct of such businesses and keep such Property in good repair, working order and condition, and from time to time make, or cause to be made, all needful and proper repairs, renewals, additions, improvements and replacements thereto reasonably necessary in order that the business carried on in connection therewith may be properly conducted at all times. Notwithstanding the foregoing provisions of this Article V , the Loan Parties shall not be required to comply with the requirements of clauses (a), (b) or (e) of this Article V with respect to any Properties (whether or not Mortgaged Properties) (i) at which operations shall have been permanently discontinued and (ii) to the extent the Board of Directors of the Company shall have determined that the preservation and maintenance of such Properties and the rights, licenses and permits related to such Properties, as applicable, are no longer desirable in the conduct of the business of the Loan Parties and their Subsidiaries, taken as a whole, and that the loss thereof is not adverse in any material respect to the Lenders, or that the preservation or maintenance thereof is not necessary in connection with any transaction permitted under the Loan Documents. With respect to any Properties at which operations are permanently discontinued, the Loan Parties will take customary and prudent steps to secure such Properties from unauthorized Persons and to make or cause to be made repairs and replacements necessary to prevent the development of hazardous safety conditions at such Properties.

SECTION 5.02 Taxes . Pay and discharge promptly when due all material Taxes imposed upon it or upon its income or profits or in respect of its Property before the same shall become delinquent or in default, as well as all lawful claims for labor, materials and supplies or

otherwise, which, if unpaid, might give rise to Liens upon such Property or any part thereof (except as otherwise permitted by Section 6.02 hereof), unless being diligently contested in good faith by appropriate proceedings and as to which adequate reserves in an amount not less than the aggregate amount secured by such Liens have been established in accordance with GAAP; provided , however , that such contested amounts giving rise to such Liens shall be immediately paid upon commencement of any procedure or proceeding to foreclose any of such Liens unless the same shall be validly stayed by a court of competent jurisdiction or a surety bond, which is satisfactory in all respects to the Administrative Agent, is delivered to the Administrative Agent for the ratable benefit of the Lenders in an amount no less than such contested amounts.

SECTION 5.03 Financial Statements and Information . Furnish to the Administrative Agent (and the Administrative Agent will thereafter furnish a copy to Lenders of) each of the following, which may be furnished via electronic means acceptable to the Administrative Agent and, in the case of the materials described in clause (h)(ii) of this Section, by first class U.S. mail:

(a) as soon as available and in any event within ninety (90) days after the end of each fiscal year of the Loan Parties, Annual Audited Financial Statements of the Company and its Subsidiaries;

(b) as soon as available and in any event within forty-five (45) days after the end of each fiscal quarter (that is not also the end of a fiscal year) of the Loan Parties, Quarterly Unaudited Financial Statements of the Company and its Subsidiaries;

(c) during a Reporting Trigger Period, as soon as available and in any event within thirty (30) days after the end of the month, Monthly Unaudited Financial Statements of the Company and its Subsidiaries;

(d) concurrently with the financial statements provided for in Section 5.03(a) , Section 5.03(b) and Section 5.03(c) hereof, (i) a Compliance Certificate, signed by a Financial Officer of the Company setting forth, among other things, in the case of a Compliance Certificate delivered in connection with Section 5.03(a) and Section 5.03(b) , reasonably detailed calculations of the Fixed Charge Coverage Ratio calculated as of the end of such fiscal year or fiscal quarter, as applicable; provided, that if the Fixed Charge Coverage Ratio is not being tested as of such fiscal quarter or fiscal year end date pursuant to Section 6.12 , such calculation of the Fixed Charge Coverage Ratio shall still be delivered, but may be delivered in a separate certificate, which certificate shall be delivered as soon as available and in any event within fifteen (15) days after the delivery of the Compliance Certificate delivered pursuant to this Section 5.03(d) for the end of such fiscal year or fiscal quarter end, and provided, further, that, (A) in no event shall the delivery of a Fixed Charge Coverage Ratio calculation be deemed to imply that Section 6.12 is then being tested, such testing to be determined strictly in accordance with the express terms of Section 6.12 , and (B) failure to provide a calculation of the Fixed Charge Coverage Ratio at times and for periods when the Fixed Charge Coverage Ratio is not being tested

pursuant to Section 6.12 shall not, in and of itself, constitute a Default or an Event of Default, and (ii) a written certificate in Proper Form, identifying each Subsidiary which is otherwise required by the provisions of Section 5.10 hereof to become a Loan Party at the request of the Administrative Agent, but which has not yet done so as of the date of such certificate, and providing an

explanation of the reasons why each such Subsidiary is not a Loan Party, signed by a Financial Officer of the Company;

(e) as soon as available and in any event within five (5) Business Days after the date of issuance thereof (if any such management letter is ever issued), any management letter prepared by the independent public accountants who reported on the financial statements provided for in Section 5.03(a) above, with respect to the internal audit and financial controls of the Loan Parties and their Subsidiaries;

(f) during a Reporting Trigger Period or upon the occurrence and during the continuation of a Default or Event of Default, within two (2) Business Days after the end of each week, a Receivables report in the form of Exhibit H setting forth the sales, collections and total customer debits and credits for the Domestic Borrowers and the German Borrowers, each on a Consolidated basis, for such week, certified by a Responsible Officer of the applicable Borrower Representative; provided , however , that during a Reporting Trigger Period or upon the occurrence and during the continuation of a Default or Event of Default, the Administrative Agent may, in its discretion, require such reports on a basis more frequently than weekly;

(g) during a Reporting Trigger Period or upon the occurrence and during the continuation of a Default or Event of Default, within two (2) Business Days after the end of each week, an Inventory designation report in the form of Exhibit I for the Domestic Borrowers and the German Borrowers, certified by a Responsible Officer of the applicable Borrower Representative; provided , however , that during a Reporting Trigger Period or upon the occurrence and during the continuation of a Default or Event of Default, the Administrative Agent may, in its discretion, require such reports on a basis more frequently than weekly;

(h) as soon as available, and in any event postmarked (in the case of (ii) below) within fifteen (15) days after the end of each calendar month, (i) Receivable agings and reconciliations, accounts payable agings and reconciliations, lockbox statements and all other schedules, computations and other information, all in reasonable detail, as may be reasonably required or requested by the Administrative Agent with regard to the Domestic Borrowers and the German Borrowers, all certified by a Responsible Officer of the applicable Borrower Representative, and (ii) copies of all monthly accounts statements for each deposit account covered by a Tri-Party Agreement;

(i) as soon as available and in any event within fifteen (15) Business Days after the end of each calendar month, (A) a certificate setting forth the calculation of the Indenture Cap as of the end of such calendar month (in form and substance reasonably acceptable to the Administrative Agent), and (B) a Borrowing Base Certificate setting forth the Domestic Borrowing Base and the applicable German Borrowing Base (including the Borrowing Bases of each individual German Borrower), and supporting information, including Consolidating information for each Borrower, in connection therewith, including, without limitation a designation by the Borrowers of the Allocated Domestic Borrowing Base Amount, if any, that shall be allocated to the Borrowing Base of each individual German Borrower until the next delivery of the Borrowing Base Certificate pursuant to this clause (i) , together with detailed information regarding the Net Assets for each individual German Borrower as of the end of such month and any additional reports with respect to the applicable German Borrowing Base and the

Domestic Borrowing Base as the Administrative Agent may reasonably request; provided that the Borrowing Base Certificate (and any related designation of the Allocated Domestic Borrowing Base Amount) shall be delivered on a weekly basis within two (2) Business Days after the end of each calendar week during a Reporting Trigger Period or upon the occurrence and during the continuation of a Default or Event of Default; provided , further , that during a Reporting Trigger Period or upon the occurrence and during the continuation of a Default or Event of Default, the Administrative Agent may, in its discretion, require such Borrowing Base Certificate on a basis more frequently than weekly;

(j) as soon as available and in any event by January 31 st of each calendar year, management-prepared Consolidated financial projections of the Company and its Subsidiaries for such year and the immediately following two (2) fiscal years (setting forth such projections on both an annual basis and on a monthly basis for the upcoming fiscal year and on an annual basis only for the two (2) fiscal years thereafter), such projections to be prepared and submitted in such format and detail as reasonably requested by the Administrative Agent (it being understood that the financial projections delivered by the Company pursuant to Section 4.01(b) shall satisfy the financial projections of the Company and its Subsidiaries required to be delivered on or prior to January 31, 2015);

(k) such other information relating to the financial condition, operations and business affairs of the Loan Parties or any of their Subsidiaries as from time to time may be reasonably requested by the Administrative Agent;

(l) regarding any ground rent (*Erbbauzins*) owed by German Borrower E, (i)promptly upon receipt thereof, any information about any adjustments of the ground rent pursuant to agreed ground rent acceleration; (ii) no later than the mid-term of each calendar quarter, evidence that the ground rent secured by a ground rent charge (*Erbbauzinsreallast*) registered with the leasehold register (*Erbbaugrundbuch*) of the local court of Rosenheim district of Vagen, volume 21, folio 950, cons. no. 2 and cons. no. 11 was paid when due; and (iii) promptly, any information about (A) any notification on a disposal (*Abtretungs- oder Verpfändungsanzeige*) or (B) any notification on a compulsory pledge (*Pfändung im Wege der Zwangsvollstreckung*) by any third party of any single claim (*Einzelanspruch*) regarding any of the aforementioned ground rents;

(m) promptly upon receipt thereof, all invoices and payment orders (*Zahlungsbescheide*) relating to public burden within the meaning of sec. 10 para 1 no. 3 of the German Act on Compulsory Auction and Administration of real estate assets (*Zwangsversteigerungsgesetz*) exceeding €10,000 in the aggregate, together with evidence of due payment; and

(n) promptly upon receipt thereof, all information related to the termination or invalidation of any German EAV, whether by reason of a voluntary termination thereof, the invalidation thereof by a ruling of a court of competent jurisdiction or otherwise ***.

Notwithstanding the delineation of specified time periods above in this Section 5.03 for the applicable information, the Administrative Agent reserves the right to require the applicable information be furnished to the Administrative Agent and the Lenders on a more frequent basis, as determined by the Administrative Agent in its discretion. All collateral reports of each Loan Party, including each Guarantor, shall be prepared in a manner compatible with the Borrowers' reporting procedures.

SECTION 5.04 Inspections; Field Examinations; Inventory Appraisals and Physical Counts .

(a) Upon reasonable notice (which may be telephonic notice), at all reasonable times during (so long as no Default or Event of Default has occurred and is continuing) regular business hours and as often as the Administrative Agent may reasonably request, permit any authorized representative designated by the Administrative Agent, including, without limitation any consultant engaged by the Administrative Agent, together with any authorized representatives of any Lender desiring to accompany the Administrative Agent, to visit and inspect the Properties and records of the Loan Parties and their Subsidiaries and to make copies of, and extracts from, such records and permit any authorized representative designated by the Administrative Agent (together with any accompanying representatives of any Lender) to discuss the affairs, finances and condition of the Loan Parties and their Subsidiaries with the appropriate Financial Officer and such other officers as the Loan Parties shall deem appropriate and the Loan Parties' independent public accountants, as applicable.

(b) The Administrative Agent and any consultant of the Administrative Agent shall each have the right to examine (and any authorized representatives of any Lender shall have the right to accompany the Administrative Agent during any such examination), as often as the Administrative Agent may request, the existence and condition of the Receivables, books and records of the Loan Parties and to review their compliance with the terms and conditions of this Agreement and the other Loan Documents, subject to contractual confidentiality requirements. The Administrative Agent shall also have the right to verify with any and all customers of the Loan Parties the existence and condition of the Receivables, as often as the Administrative Agent may require, without prior notice to or consent of any Loan Party. Without in any way limiting the foregoing, the Administrative Agent shall have the right to (i) conduct field examinations of the Loan Parties' operations at the applicable Borrowers' expense as often as the Administrative Agent may request and (ii) to order and obtain an appraisal of the Inventory, Equipment and Real Property Assets of the Loan Parties by an appraisal firm satisfactory to the Administrative Agent as often as the Administrative Agent may request. Without in any way limiting the foregoing, the Loan Parties agree to cooperate and to cause their Subsidiaries to cooperate in all respects with the Administrative Agent and its representatives and consultants in connection with any and all inspections, examinations and other actions taken by the Administrative Agent or any of its representatives or consultants pursuant to this Section 5.04 . The Loan Parties hereby agree to promptly pay, upon demand by the Administrative Agent (or the applicable Lender, if appropriate), any and all reasonable fees and expenses incurred by the Administrative Agent or, during the continuance of any Default or Event of Default, any Lender, in connection with any inspection, examination or review permitted by the terms of this Section 5.04 (including without limitation the fees of third party appraisers, accountants, attorneys and consultants); provided , however , that so long as no Default or Event of Default is continuing, the Borrowers shall only

be obligated to pay for (x) one (1) field examination per each twelve (12)-month period following the Effective Date, (y) one (1) appraisal of Inventory during each twelve (12)-month period after the Effective Date, and (z) at the Administrative Agent's discretion, up to one (1) appraisal of Equipment and Real Property Assets during each twelve (12)-month period after the Effective Date (other than the initial field examinations and appraisals for any Receivables, Inventory, Equipment and/or Real Property Assets acquired through an Acquisition, addition of a Borrower or other Investment permitted under the terms of this Agreement, it being agreed that the Borrowers shall be obligated to pay for each such initial field examination and/or appraisal, as applicable, conducted with respect to each such Acquisition, addition of a Borrower or Investment).

(c) At the Administrative Agent's request, not more frequently than once during any consecutive twelve (12)-month period if no Default or Event of Default then exists at the time of such request by the Administrative Agent, and as frequently as requested by the Administrative Agent after the occurrence of any Default or Event of Default which has not been cured or waived in writing by the Administrative Agent and the Required Lenders, the Loan Parties shall conduct, at their own expense, a physical count of their Inventory and promptly supply the Administrative Agent with a copy of such counts accompanied by a report of the value (based on the lower of cost or market value) of such Inventory. Additionally, the Loan Parties shall promptly provide the Administrative Agent with copies of any other physical counts of the Loan Parties' Inventory which are conducted by the Loan Parties after the Effective Date.

SECTION 5.05 Further Assurances .

(a) Upon request by the Administrative Agent but subject to Section 9.19 and the German Guaranty Limitation, promptly execute and deliver any and all other and further agreements and instruments and take such further action as may be reasonably requested by the Administrative Agent to (i) cure any defect in the execution and delivery of any Loan Document or more fully to describe particular aspects of the Loan Parties' or any of their Subsidiaries' agreements set forth in the Loan Documents or so intended to be, (ii) to carry out the provisions and purposes of this Agreement and the other Loan Documents, and (iii) grant, preserve, protect and perfect the first priority Liens created or intended to be created by the Collateral Documents in the Collateral. Upon written request of the Administrative Agent, each Loan Party shall promptly cause a first priority perfected security interest or pledge to be granted to the Administrative Agent, for the ratable benefit of the Secured Parties, in 65% (or such greater percentage that, due to a change in applicable law after the date hereof, (x) could not reasonably be expected to cause the undistributed earnings of such Subsidiary as determined for U.S. federal income tax purposes to be treated as a deemed dividend to such Subsidiary's U.S. parent and (y) could not reasonably be expected to cause any material adverse tax consequences) of the Equity Interests of any first-tier non-German CFC or CFC Holding Company, together with such related certificates, legal opinions and documents as the Administrative Agent may reasonably require, each in Proper Form. Upon written request by the Administrative Agent, each Loan Party shall promptly furnish the Administrative Agent with a then current listing of all assumed names that any Loan Party is then utilizing in conducting their respective businesses. Promptly furnish the Administrative Agent with notice of any transfer of Intellectual Property to another Loan Party and promptly execute and deliver any and all other and further agreements and

instruments as may be reasonably requested by the Administrative Agent in connection therewith.

(b) (i) if any Loan Party acquires any Material Leasehold Property after the Effective Date, the Loan Party shall use commercially reasonable efforts to cause the landlord with respect to such Material Leasehold Property to execute and deliver to the Administrative Agent waivers or subordinations of any and all landlord rights (whether statutory or contractual) held by such landlord with respect to any Collateral located on such Material Leasehold Property and (ii) if any Loan Party acquires any fee interest in any Real Property Asset or elects to include any Real Property Assets in the applicable Borrowing Base after the Effective Date (any such non-excluded Real Property Asset described in the foregoing clause (ii) being an " **Additional Mortgaged Property** "), such Loan Party shall deliver to the Administrative Agent such documents and other deliverables, which documents shall be similar to the documents and deliverables required for an Effective Date Mortgaged Property set forth in Section 4.01(w) , as the Administrative Agent shall reasonably request, before such Additional Mortgaged Property shall be included in the applicable Borrowing Base.

SECTION 5.06 Books and Records . Maintain financial records and books in accordance with accepted financial practice and GAAP, it being understood that the German Loan Parties are subject to German GAAP except in connection with the preparation of the Company's Consolidated financial statements.

SECTION 5.07 Insurance .

(a) Maintain the insurance required by this Section 5.07 at all times by financially sound and reputable insurers (or, to the extent consistent with prudent business practice, a program of self-insurance approved by the Administrative Agent, such approval not to be unreasonably withheld).

(b) Maintain insurance, to such extent, on such of its Properties and against such liabilities, casualties, risks and contingencies, including fire and other risks insured against by extended coverage, employee liability and business interruption, at least as is customary with companies similarly situated and in the same or similar businesses, and subject to deductibles that are no greater than are customary with such companies, provided , however , that such insurance shall insure the Property of the Loan Parties and each of their Subsidiaries against all risk of physical damage, including without limitation, loss by fire, explosion, theft, fraud and such other casualties as may be reasonably satisfactory to the Administrative Agent, but in no event at any time in an amount less than the replacement value of the Collateral; provided , further , that from and after the permanent cessation of operations at any of their facilities (whether or not they are Mortgaged Properties) in accordance with Section 5.01 , the Loan Parties will not be required to maintain property insurance with respect to the fixed assets comprising such facility unless such facilities are located on Eligible Real Estate used in the computation of any Borrowing Base or such insurance is required by law, as determined by the Administrative Agent (the Loan Parties agreeing to provide not less than five (5) Business Days' advance notice to the Administrative Agent prior to the effective date of any cancellation or non-renewal of such insurance).

(c) Maintain in full force and effect worker's compensation coverage and public liability insurance against claims for personal injury or death or property damage occurring upon, in, about or in connection with its operations and with the use of any Properties owned, occupied or controlled by any Loan Party or any of their Subsidiaries, in such amounts as the Administrative Agent shall reasonably deem necessary.

(d) Maintain such other insurance as may be required by applicable law and furnish to the Administrative Agent, upon written request, full information as to the insurance carried.

(e) All insurance covering Property subject to a Lien in favor of the Administrative Agent for the benefit of the Secured Parties granted pursuant to the Collateral Documents shall provide that, in the case of each separate loss, the full amount of insurance proceeds shall be payable to the Administrative Agent, and all liability insurance maintained by the Loan Parties shall name the Administrative Agent as additional insured. All such property and liability insurance shall further provide for at least thirty (30) days' (ten (10) days' with respect to cancellation for non-payment of premium or at the request of the insured) prior written notice to the Administrative Agent of the cancellation or substantial modification thereof. If any Loan Party fails to maintain such insurance, the Administrative Agent may arrange for such insurance, but at the applicable Borrowers' expense and without any responsibility on the Administrative Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the sole right, in the name of the Lenders, any Loan Party and its Subsidiaries, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies. The Loan Parties shall deliver certificates evidencing renewal of the insurance required hereunder and evidence that the premiums have been paid before termination of any insurance policies required hereunder. Upon request, the Borrowers shall deliver certificates evidencing the insurance required hereunder and copies of the underlying policies as they are available.

SECTION 5.08 ERISA; Foreign Pension Plans .

(a) At all times with respect to the Domestic Loan Parties: (i) make contributions to each Plan in a timely manner and in an amount sufficient to comply with the minimum funding standards requirements of ERISA; (ii) immediately upon acquiring knowledge of (A) any ERISA Event in connection with any Plan or (B) any Prohibited Transaction in connection with any Plan, that could reasonably be expected to result in the imposition of material damages or a material excise tax on any Loan Party or any Subsidiary thereof, furnish the Administrative Agent a statement executed by a Responsible Officer of such Loan Party or Subsidiary setting forth the details thereof and the action which such Loan Party or Subsidiary proposes to take with respect thereto within thirty (30) days and, when known, any action taken by the Internal Revenue Service or Department of Labor with respect thereto; (iii) notify the Administrative Agent promptly (but in any event within thirty (30) days) upon receipt by any Loan Party or any Subsidiary thereof of any notice of the institution of any proceedings or other actions which could reasonably be expected to result in the termination of any Plan by the PBGC and furnish

the Administrative Agent with copies of such notice; (iv) pay when due, or within any applicable grace period allowed by the PBGC, all required premium payments to the PBGC; (v) furnish the Administrative Agent with copies of the annual report for each Plan filed with the Internal Revenue Service not later than ten (10) days after the Administrative Agent requests such report; (vi) furnish the Administrative Agent with copies of any request for waiver of the funding standards or extension of the amortization periods required by Sections 302 and 304 of ERISA or Sections 412 and 431 of the Code promptly within thirty (30) days after the request is submitted to the Secretary of the Treasury, the Department of Labor or the Internal Revenue Service, as the case may be; and (vii) pay when due all installment contributions required under Section 303 of ERISA or Section 430 of the Code or within ten (10) days of a failure to make any such required contributions when due furnish the Administrative Agent with written notice of such failure.

(b) At all times: (i) notify the Administrative Agent promptly (but in any event within thirty (30) days) upon receipt by any Loan Party or any Subsidiary thereof of any notice of the institution of any proceedings or other actions which could reasonably be expected to result in the termination of any Foreign Pension Plan and furnish the Administrative Agent with copies of such notice or (ii) the issuance of a notice by the appropriate Governmental Authority that any amount has becomes payable under any Foreign Pension Plan or any amount becomes payable under any Foreign Pension Plan, in each case to the extent the same could reasonably be expected to result in a Material Adverse Effect.

SECTION 5.09 Use of Proceeds . Subject to the terms and conditions contained herein, use the proceeds of the Loans (a) to finance ongoing working capital needs of the Loan Parties not otherwise prohibited herein; (b) to provide reimbursement for drawings under Letters of Credit issued for the account of the Loan Parties in accordance with and subject to the terms of this Agreement; (c) to finance Acquisitions permitted under Section 6.04 ; (d) for general corporate purposes of the Loan Parties in the ordinary course of business, including, without limitation, the payment of Inter-Company Loans, the payment of Cash Dividends permitted hereunder, and, with respect to the German Borrowers, cash payments to the equity holders of such German Borrower on account of the dissolution and distribution of free capital reserves, profit reserves or retained earnings and (e) to the extent not included in clauses (a) through (d) of this Section 5.09 to finance any transactions permitted under Section 6.04 or Section 6.11 and any Investments not prohibited by this Agreement, whether or not in the ordinary course of business; provided , that no proceeds of any Loan shall be used (x) for any purpose which would constitute a violation of Regulation U (" **Reg U** ") of the Board or Regulations T or X of the Board or any successor regulation of any thereof or of any other rule, statute or regulation governing margin stock from time to time and (y) for any other purpose which would cause such Loan to be a " **purpose credit** " within the meaning of Reg U. Following this transaction, no more than twenty-five percent (25%) (or such lesser percentage as may be established from time to time under Reg U or any successor statute) of the assets of the Loan Parties and their Subsidiaries, subject to any restriction on sale or pledge, will consist of, or be represented by margin stock. The Borrowers (or the applicable Borrower Representative on their behalf) will not request any Borrowing or Letter of Credit, and the Borrowers shall not use, and shall ensure that its Subsidiaries and its or their respective directors, officers, employees and agents acting for them in connection with the Transactions shall not use, the proceeds of any Borrowing or Letter of Credit (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-

Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country in violation of any Requirements of Law, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

SECTION 5.10 Additional Borrowers; Guarantors; Joinder Agreements . Promptly inform the Administrative Agent of the creation or Acquisition of any Subsidiary of any Loan Party after the Effective Date and, subject to applicable Requirements of Law so long as such guarantee or action would not give rise to a material adverse tax, financial assistance or other local law consequence, within thirty (30) days after the written request of the Administrative Agent (or the Required Lenders in the case of clause (c) below) delivered in accordance with Section 9.02 below, cause:

(a) each such Subsidiary that is a Domestic Subsidiary to become a Domestic Borrower by execution and delivery to the Administrative Agent of a Joinder Agreement;

(b) each such Subsidiary that is a Foreign Subsidiary to become a German Borrower or German Guarantor, as agreed upon by the Administrative Agent and the German Borrower Representative, by execution and delivery to the Administrative Agent of a Guaranty and/or a Joinder Agreement, as applicable;

(c) a first priority perfected security interest to be granted by a Domestic Loan Party to the Administrative Agent, for the ratable benefit of the Secured Parties, with respect to the Obligations, in (i) all of the Equity Interests of such Subsidiary owned by the Loan Parties or any of their other Subsidiaries if such newly acquired or created Subsidiary is a Domestic Subsidiary or is treated, for U.S. federal tax purposes, as an entity that is disregarded as an entity separate from its owner within the meaning of Treas. Reg. § 301.7701-1 and (ii) 65% (or such greater percentage that, due to a change in applicable law after the date hereof, (x) could not reasonably be expected to cause the undistributed earnings of such Subsidiary as determined for U.S. federal income tax purposes to be treated as a deemed dividend to such Subsidiary's U.S. parent and (y) could not reasonably be expected to cause any material adverse tax consequences) of the Equity Interests of any first-tier non-German CFC or CFC Holding Company, in each case, together with such related certificates, legal opinions and documents as the Administrative Agent may reasonably require, each in Proper Form;

(d) [Reserved];

(e) each such Subsidiary to grant to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest (subject only to (i) Liens permitted under Section 6.02(e) as to Receivables, Inventory and Permitted Investment Securities, (ii) Liens permitted under Section 6.02 as to all other Collateral existing as of the date of Acquisition by any Loan Party or any other Subsidiary thereof of such newly acquired Subsidiary, if applicable, and (iii) customary exclusions in the relevant jurisdiction of such Subsidiary) in all accounts, inventory, equipment, furniture, fixtures, chattel paper, documents, instruments, general intangibles and other tangible and intangible personal Property and all real Property owned at any time by such Subsidiary (other than Excluded Assets) and all products and proceeds thereof (subject to similar exceptions as set forth in the Collateral Documents); and

(f) each such Subsidiary to deliver to the Administrative Agent such other Joinder Agreements, guaranties, contribution and set-off agreements, security agreements, pledge agreements, Tri-Party Agreements and other Loan Documents and such related certificates, Uniform Commercial Code, other customary lien search reports, legal opinions and other documents (including Organizational Documents) as the Administrative Agent may reasonably require, each in form and substance reasonably satisfactory to the Administrative Agent, and to submit to a collateral audit conducted by an independent audit firm designated by Agent and satisfactory to the Administrative Agent in its reasonable discretion;

provided , however , that for the avoidance of doubt, any Excluded Subsidiary as of the Effective Date shall not be required to become a Guarantor or grant any Liens hereunder; provided , further , that until such Subsidiary becomes a Guarantor or a Borrower pursuant to the terms of this Agreement it shall not become a Loan Party. To the extent reasonably feasible, all of the foregoing requirements shall be effected by the execution and delivery of a Joinder Agreement.

(g) Notwithstanding the foregoing, the parties hereto acknowledge and agree that (i) in circumstances where the Administrative Agent reasonably determines that the cost or effort of obtaining or perfecting a security interest in any asset that constitutes Collateral is excessive in relation to the benefit afforded to the Secured Parties thereby, the Administrative Agent may exclude such Collateral from the creation and perfection requirements set forth in this Agreement and the other Loan Documents, and the Administrative Agent must exclude such Collateral with regard to the German Secured Obligations if and to the extent the creation of such Collateral would lead to circumstances of initial excessive security (*anfängliche Übersicherung*), (ii) the Administrative Agent may grant extensions of time for the creation or perfection of Liens in particular Property (including extensions of time beyond the Effective Date) where it determines that such creation or perfection cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or any other Loan Document, (iii) no Loan Party shall be required to take any actions outside of the jurisdiction of formation of any of the other Loan Parties to create or perfect local law security in any Collateral (but may be required to take such actions in order to include certain types of Collateral in the Borrowing Bases) and (iv) in no event shall any Subsidiary of a German Loan Party be required to guarantee, or pledge any assets to secure, any Domestic Secured Obligations.

SECTION 5.11 Notice of Events . Notify the Administrative Agent within two (2) Business Days after any Responsible Officer of any Loan Party or any of its Subsidiaries acquires knowledge of the occurrence of, or if any Loan Party or any of its Subsidiaries causes or intends to cause, as the case may be, any of the following: (a) the institution of any lawsuit, administrative proceeding or investigation affecting any Loan Party or any of its Subsidiaries, including without limitation any examination or audit by the IRS, the adverse determination under which could reasonably be expected to be material; (b) any development or change in the business or affairs of any Loan Party or any of its Subsidiaries which has had or which is likely to have, in the reasonable judgment of any Responsible Officer of the applicable Loan Parties, a Material Adverse Effect; (c) any Event of Default or Default, together with a reasonably detailed statement by a Responsible Officer on behalf of the applicable Borrower Representative of the steps being taken to cure the effect of such Event of Default or Default; (d) the occurrence of a default or event of default by any Loan Party or any of its Subsidiaries under any agreement or series of related agreements to which it is a party, which default or event of default could

reasonably be expected to have a Material Adverse Effect; (e) any written notice of any violation by any Loan Party or any of its Subsidiaries of any Environmental Laws, or investigation of any Loan Party or any of its Subsidiaries in connection with any actual or alleged violation of any Requirements of Law imposed by the Environmental Protection Agency, the Occupational Safety Hazard Administration or any other Governmental Authority, in each case which has resulted or is likely to result, in the reasonable judgment of any Responsible Officer of the applicable Loan Parties, in any Environmental Liability in excess of $5,000,000; (f) any significant change in the accuracy of any material representations and warranties of the Loan Parties or any of their Subsidiaries in this Agreement or any other Loan Document (including without limitation, the representations and warranties in Section 3.21(a)) and (g) any Excluded Subsidiary becoming a Significant Excluded Subsidiary.

SECTION 5.12 Environmental Matters . Without limiting the generality of Section 5.01(c) hereof, (a) comply in all material respects with all material limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in any applicable Requirement of Environmental Law, or Environmental Permit; (b) obtain and maintain in effect all Environmental Permits necessary to the conduct of its business, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) keep its Property free of any Environmental Claims or Environmental Liabilities that could reasonably be expected to have a Material Adverse Effect. In the event that any Loan Party or any of its Subsidiaries receives any such written demand or claim from any Person with respect to any such Environmental Liabilities, the Loan Parties agree to promptly take action and thereafter diligently pursue the same to completion in a manner necessary to cause the applicable Environmental Liabilities to be remediated as soon as reasonably possible in accordance with all applicable Requirements of Environmental Law. **EACH OF THE LOAN PARTIES HEREBY INDEMNIFIES AND AGREES TO HOLD THE ADMINISTRATIVE AGENT AND THE LENDERS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, SUIT, ACTION OR PROCEEDING ARISING OUT OF THEIR RESPECTIVE BUSINESSES OR THE BUSINESSES OF ANY OF THE OTHER LOAN PARTIES OR ANY SUBSIDIARIES OF ANY OF THEM, PERTAINING TO ANY ENVIRONMENTAL LIABILITIES, INCLUDING WITHOUT LIMITATION, CLAIMS OF ANY GOVERNMENTAL AUTHORITY OR ANY OTHER PERSON ARISING UNDER ANY REQUIREMENT OF ENVIRONMENTAL LAW OR UNDER TORT, CONTRACT OR COMMON LAW; PROVIDED , THAT THE FOREGOING INDEMNITY SHALL NOT APPLY TO THE EXTENT, BUT ONLY TO THE EXTENT, THE APPLICABLE LIABILITY, LOSS, DAMAGE, SUIT, ACTION OR PROCEEDING IS DETERMINED BY A FINAL JUDICIAL DECISION TO HAVE BEEN CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION, AND FURTHER PROVIDED THAT NONE OF THE GERMAN LOAN PARTIES SHALL INDEMNIFY THE ADMINISTRATIVE AGENT AND THE LENDERS FOR ENVIRONMENTAL LIABILITIES ARISING OUT OF THE BUSINESS OF THE DOMESTIC LOAN PARTIES, AND WITH REGARD TO THE**

GERMAN LOAN PARTIES THE GERMAN GUARANTY LIMITATIONS SHALL APPLY ACCORDINGLY IF AND TO THE EXTENT INDEMNIFICATION OF THE ADMINISTRATIVE AGENT AND THE LENDERS FOR ENVIRONMENTAL LIABILITIES ARISES OUT OF THE BUSINESS OF ANY OTHER GERMAN LOAN PARTY.

[EXPLANATORY NOTE: "*" indicates the portion of this exhibit that has been omitted and separately filed with the Securities and Exchange Commission pursuant to a request for confidential treatment.]**

SECTION 5.13 End of Fiscal Year. Cause each of its fiscal years and the fiscal years of each of its Subsidiaries to end on December 31st of the applicable year ***.

SECTION 5.14 Pay Obligations and Perform Other Covenants. Make full and timely payment of the Obligations, whether now existing or hereafter arising, as and when due and payable, duly comply, and cause each of its Subsidiaries to duly comply, with all of the terms and covenants contained in this Agreement and in each of the other Loan Documents at all times and places and in the manner set forth therein, and except for the filing of continuation and renewal statements and the making of other filings by the Administrative Agent as secured party or assignee, at all times take all actions necessary to maintain the Liens and security interests provided for under or pursuant to this Agreement and the Collateral Documents as valid perfected first priority Liens on the Collateral intended to be covered thereby (subject only to other Liens expressly permitted by Section 6.02 hereof) and supply all information to the Administrative Agent necessary for such maintenance.

SECTION 5.15 Collection of Receivables; Application of Receivables Proceeds.

(a) Each German Borrower will ensure that all payments on account of Receivables of a German Borrower or any German Guarantor are promptly deposited into one or more Collection Accounts of the German Borrower only containing proceeds of the Receivables of such Persons, in a manner that is satisfactory to the Administrative Agent. The Administrative Agent shall be given sufficient access to each relevant Collection Account to ensure that the provisions of Section 2.10(b), Section 2.18 and Section 5.15(c) are capable of being complied with.

(b) At all times during a Cash Dominion Period, the Domestic Borrowers shall cause all payments received by any Domestic Borrowers or any of their Domestic Subsidiaries (other than any Guarantor, except as provided in paragraph (c) below) on account of Receivables of the Domestic Borrowers (whether in the form of cash, checks, notes, drafts, bills of exchange, money orders or otherwise) to be promptly deposited in the form received (but with any endorsements of the applicable Domestic Borrower or Domestic Subsidiary necessary for deposit or collection, and if received in funds other than U.S. dollars, with such arrangements for conversion to U.S. dollars as may be acceptable to the Administrative Agent) into one or more Collection Accounts of the Domestic Borrowers designated by the Administrative Agent.

(c) At all times during a Cash Dominion Period, funds received in a Collection Account of a Borrower shall be subject to daily wire transfer to an account designated by the Administrative Agent pursuant to arrangements with the applicable depository that are acceptable to the Administrative Agent, and in connection therewith, the Administrative Agent and Chase are irrevocably authorized to cause all collected funds on all Receivables received by the Administrative Agent or Chase from whatever means, whether pursuant to any Tri-Party Agreement or otherwise, to be applied by the Administrative Agent to reduce the outstanding balance of the Loans. During a Cash Dominion Period, the Administrative Agent may require

that funds held in any other deposit account of any Borrower shall be remitted to the Administrative Agent, except as the Administrative Agent may permit to fund outstanding drafts or transfers or otherwise in its discretion, and funds contained in any account of any Borrower shall be subject to withdrawal by the Administrative Agent only, as hereinafter provided, except as otherwise expressly authorized by the Administrative Agent. During a Cash Dominion Period, the Borrowers shall at any time and from time to time upon request of the Administrative Agent, liquidate any Permitted Investment Securities held by them and remit the proceeds to the Administrative Agent. Prior to the occurrence of a Default or Event of Default, all remittances and payments that are deposited with the Administrative Agent in accordance with this Section 5.15 (c) will be applied by the Administrative Agent on the same day received (or on the next Business Day in the case of remittances and payments received after 11:00 a.m.) to reduce the outstanding balance of the Revolving Loans, subject to final collection in cash of the item deposited. After the occurrence of a Default or Event of Default, all remittances and payments that are deposited with the Administrative Agent in accordance with this Section 5.15(c) will be applied by the Administrative Agent in accordance with Section 2.18 . During a Cash Dominion Period, each Domestic Guarantor and each German Guarantor shall be subject to separate cash management arrangements (including with respect to payments received on account of Receivables, short term investments and intercompany transfers of funds) acceptable to the Administrative Agent pursuant to which funds in each such Domestic Guarantor's and each German Guarantor's accounts may be applied to reduce the outstanding balance of the Domestic Tranche Revolving Loans or the German Tranche Revolving Loans, as applicable, whether or not demand has been made under the relevant Guaranty. During a Cash Dominion Period, if any Loan Party, or any other Person acting for or in concert with the Loan Parties, receives any monies, checks, notes, drafts or other payments relating to or as proceeds of Receivables or other Collateral except as contemplated by this Section 5.15(c) , the Loan Parties shall, or shall cause such Person to, receive and hold such items in trust for, and as the sole and exclusive property of, the Administrative Agent (for the benefit of the applicable Secured Parties) and, immediately upon receipt thereof, remit the same (or cause the same to be remitted) in hand to or as directed by the Administrative Agent.

(d) During a Cash Dominion Period, the Loan Parties shall be required, and hereby agree, to promptly deposit Receivable payments when received into any Controlled Account maintained by the Loan Parties pursuant to the terms hereof and designated by the Administrative Agent as a Collection Account. The Administrative Agent shall not deliver any "sole control" activation notices under any Tri-Party Agreement until a Cash Dominion Period is in effect. During a Cash Dominion Period, all amounts in each Controlled Account shall be subject to the provisions of Section 5.15(c) , and none of such Controlled Accounts shall be utilized for disbursement purposes, except as otherwise consented to by the Administrative Agent.

(e) At any time during a Cash Dominion Period, at the request of the Administrative Agent in its sole discretion, each German Loan Party agrees that if any of its Account Debtors have not previously received notice of the security interest of the Administrative Agent over its Receivables, it shall promptly give notice to such Account Debtors and if any such German Loan Party does not serve such notice, each of them hereby authorizes the Administrative Agent to serve such notice on its behalf.

(f) At any time at the request of the Administrative Agent in its sole discretion following the commencement of a Cash Dominion Period, the German Loan Parties shall (a) either (i) immediately cause all of their Collection Accounts (each an " Existing Collection Account ") to be transferred to the name of the Administrative Agent or (ii) to the extent such Existing Collection Accounts cannot be transferred to the Administrative Agent, promptly open new Collection Accounts with (and, at the discretion of the Administrative Agent, in the name of) the Administrative Agent (such new bank accounts being Collection Accounts under and for the purposes of this Agreement), and (b) if new Collection Accounts have been established pursuant to this Section (each a " New Collection Account ") ensure that the proceeds of all Receivables owing to them will immediately be re-directed to the New Collection Accounts. Until all payments on account of Receivables have been redirected to the New Collection Accounts, each German Loan Party shall cause all amounts on deposit in any Existing Collection Account to be transferred to a New Collection Account at the end of each Business Day, provided that if any such German Loan Party does not instruct such re-direction or transfer, each of them hereby authorizes the Administrative Agent to give such instructions on their behalf to the applicable Account Debtors and/or the account bank holding such Existing Collection Account (as applicable).

(g) Notwithstanding anything herein to the contrary, none of the funds from a German Loan Party's deposit account or proceeds from the Collateral owned by a German Loan Party will be commingled with funds from a Domestic Loan Party or applied against the Domestic Tranche Revolving Loans or any other obligations owed to the Domestic Tranche Lenders, and if and to the extent required for compliance with Section 5.19 , will be applied against the German Tranche Revolving Loans or any other obligations owed to the German Tranche Lenders to reduce the outstanding balance of the Loans advanced to the relevant German Borrower, and shall be subject to the German Guaranty Limitations.

SECTION 5.16 Receivables and Other Collateral Matters . The Loan Parties shall maintain books and records pertaining to the respective Collateral owned by each of them in detail, form and scope as the Administrative Agent shall reasonably require, and concurrently with the delivery by any Loan Party to the Administrative Agent of any accounts receivable aging or any sales report summary hereunder, the Loan Parties will disclose to the Administrative Agent which Receivables, if any, arise out of contracts with the United States or any department, agency or instrumentality thereof, or any other Governmental Authority, and will, upon request from the Administrative Agent, use commercially reasonable efforts to execute or cause to be executed any instruments and take any steps required by the Administrative Agent in order that all monies due or to become due under any such contract shall be assigned to the Administrative Agent and notice thereof given under the Federal Assignment of Claims Act or any other Requirements of Law. The Loan Parties will, promptly after any Responsible Officer of any of them learns thereof, report to the Administrative Agent any material loss or destruction of, or substantial damage to, any portion or component of the Collateral with fair market value in excess of $500,000, and any other matters materially affecting the value, enforceability or collectability of any of the Collateral with fair market value in excess of $500,000. If any amount payable under or in connection with any Receivable is evidenced by a promissory note or other instrument, as such terms are defined in the Uniform Commercial Code), such promissory note or instrument shall be promptly pledged, endorsed, assigned and delivered to the Administrative Agent as additional Collateral. The Loan Parties

shall not redate, nor allow any of their Subsidiaries to redate, any invoice or sale, or without written notice to the Administrative Agent, make or allow to be made sales on extended dating beyond that customary in the industry. Finally, neither any Loan Party, nor any of their Subsidiaries, shall be entitled to pledge the Administrative Agent's or any Lender's credit on any purchases or for any purpose whatsoever.

SECTION 5.17 Material Agreements . The Loan Parties shall deliver or cause to be delivered to the Administrative Agent copies of all tax sharing agreements and all material employment agreements, management fee agreements, loan agreements, notes and other documentation evidencing any Indebtedness of the Borrower or any Subsidiary not delivered or provided prior to the Effective Date.

SECTION 5.18 Hedging Strategy . The Loan Parties will enter into and maintain Swap Agreement Obligations permitted hereunder in accordance with and as determined by the hedging policies referred to in Section 4.01(x) , with such changes thereto as may be reasonably acceptable from time to time to the Administrative Agent.

SECTION 5.19 Financial Assistance and Capital Impairment . Each German Loan Party shall comply in all respects with applicable legislation governing financial assistance and/or capital maintenance, including Sections 30 and 31 of the German limited liability companies act (*GmbHG*), and any equivalent and applicable provisions under the laws of the jurisdiction of organization of each German Loan Party, including in relation to the execution of the Collateral Documents of each German Loan Party and payment of amounts due under this Agreement.

SECTION 5.20 German Collateral. Each German Loan Party shall ensure that (i) a copy of, or reference to, its standard terms and conditions of purchase is attached to or included on (as applicable) each purchase order or equivalent document with its suppliers, (ii) its standard terms and conditions of purchase are not amended without the prior consent in writing of the Administrative Agent, and (iii) if the reference on any purchase order or equivalent document is to the standard terms and conditions of purchase as set out on a specified website, the relevant website must be maintained, up to date and publicly accessible at all times. During any Cash Dominion Period or at any other time at which the Administrative Agent shall have notified the Loan Parties in writing that the Administrative Agent, in its reasonable, good faith judgment, considers that the Collateral of any German Loan Party may be at risk, the specified German Loan Party must, at the request of the Administrative Agent, send a copy of its standard terms and conditions of purchase (or other notice satisfactory to the Administrative Agent which rejects retention of title and/or extendible retention of title provisions in relation to the German Loan Party's Inventory) to its suppliers.

SECTION 5.21 Post Closing Deliveries . On or prior to the date that is ninety (90) days after the Effective Date (or such later date as shall be agreed upon by the Administrative Agent in its sole discretion), the German Borrowers shall have established segregated collection accounts and payables account, along with notices of pledge and acknowledgement to be served under and in accordance with the respective German bank account pledge agreement, establishing (i) a first ranking security interest in favor of the Administrate Agent and (ii) control rights and disposal rights in accordance with the terms hereof and the respective German bank

account pledge agreement, each in relation to such newly established and segregated bank accounts. The German Borrowers' failure to comply with any requirement of this Section 5.21 on or before the date specified in this Section 5.21 shall constitute an immediate Event of Default.

ARTICLE VI

NEGATIVE COVENANTS

The Loan Parties covenant and agree with the Administrative Agent and the Lenders that prior to the termination of this Agreement, the Loan Parties will not do any of the following:

SECTION 6.01 Indebtedness . Create, incur, suffer or permit to exist, or assume or guarantee, directly or indirectly, or become or remain liable with respect to any Indebtedness, whether direct, indirect, absolute, contingent, or otherwise, except the following:

(a) the Secured Obligations;

(b) Indebtedness secured by Liens permitted by Section 6.02 hereof;

(c) purchase money Indebtedness (including the amount of any Capital Lease Obligations required to be capitalized and included as a liability on the Consolidated balance sheet of the Loan Parties and their Subsidiaries incurred to finance Capital Expenditures) including under conditional sales agreements and other title retention arrangements but excluding purchase money Indebtedness incurred in respect of Inventory; provided that the aggregate amount of such purchase money Indebtedness incurred during any fiscal year of the Loan Parties shall not exceed $10,000,000;

(d) other liabilities existing on the date of this Agreement and set forth on Schedule 6.01 attached hereto, with no renewals, extensions, modifications or increases thereof being permitted, unless the same constitutes Refinancing Indebtedness;

(e) current accounts payable and unsecured current liabilities (including current accrued expenses), not the result of borrowings, to vendors, suppliers, landlords, lessors and persons providing services, for expenditures on ordinary trade terms for goods and services normally required by the Loan Parties or any of their Subsidiaries in the ordinary course of business;

(f) Indebtedness in connection with any Inter-Company Loans and any other Indebtedness of any Loan Party to any other Loan Party that is not prohibited hereunder, provided , that , no such Indebtedness of a Loan Party to another Loan Party may be cancelled, compromised or otherwise discounted in any respect without the written consent of the Required Lenders;

(g) Contingent Obligations of a Loan Party with respect to Indebtedness of another Loan Party or an Excluded Subsidiary that is permitted hereunder;

(h) current and deferred Taxes (to the extent permitted by Section 6.02(e) hereof);

(i) customary and prudent Swap Agreement Obligations entered into in the ordinary course of business with the Administrative Agent, any Lender or any of their respective Affiliates for the sole purpose of protecting the Loan Parties and their Subsidiaries against fluctuations in interest rates, currency exchange rates, commodity (including pulp) prices and similar risks, so long as such Swap Agreement Obligations are not speculative in nature and are incurred in the normal course of business and consistent with industry practices, and, with respect to Swap Agreement Obligations that are Secured Obligations;

(j) Refinancing Indebtedness, to the extent the same relates to any Indebtedness permitted by Section 6.01(c) and Section 6.01 (d) hereof;

(k) Indebtedness incurred in connection with the financing of environmental remediation or Capital Expenditures made to acquire, develop, construct, install, equip or replace existing Equipment, in each case only to the extent (i) such Equipment is primarily intended to establish, maintain or improve the compliance by such Loan Party with applicable Environmental Law (including, as is necessary to maintain certain licenses or permits held by the Loan Parties and required in the conduct of their businesses), (ii) such Indebtedness does not exceed $30,000,000 in the aggregate at any time outstanding, (iii) such Indebtedness (A) is loaned by or guaranteed by a Governmental Authority or government-sponsored entity and is interest-free or at a below-market interest rate, (B) is subject to customary intercreditor arrangements acceptable to the Administrative Agent in its sole discretion, and (C) is secured only by Liens permitted by Section 6.02(l) ;

(l) unsecured letters of credit issued by any third party for the account of any Loan Party, provided that at no time shall the sum of the LC Exposure plus the outstanding face amount of all letters of credit issued pursuant to this Section 6.01(l) plus the drawn and unreimbursed amount of such letters of credit exceed $20,000,000;

(m) senior unsecured Indebtedness, and/or senior subordinated unsecured Indebtedness, evidenced by Additional Senior Notes, provided , that (i) the sum of the outstanding principal amount of all Additional Senior Notes and the Senior Notes shall not exceed $375,000,000, and (ii) upon the issuance of any Additional Senior Notes, the Fixed Charge Coverage Ratio for the Company and its Subsidiaries (after giving effect to the incurrence of the Indebtedness evidenced by the Additional Senior Notes and, to the extent applicable, any application of the proceeds thereof to the retirement of existing Indebtedness, provided , that such application occurs, or irrevocable notice of the redemption, prepayment or purchase of which is given, substantially contemporaneously with the issuance of such Additional Senior Notes) shall be greater than 1.15 to 1.00 for the most recently completed four quarter period, assuming that for purposes of calculating the Fixed Charge Coverage Ratio for such period (calculated on a pro forma basis in a manner reasonably acceptable to the Administrative Agent) such Indebtedness was incurred on the first day of such applicable period;

(n) Indebtedness owing in respect of operating leases entered into in the ordinary course of business that on or prior to January 1, 2014 were not required to be treated as Capital Lease Obligations under GAAP, but as a result of any changes in GAAP mandated by the Financial Accounting Standards Board or successor organization and implemented after January 1, 2014, are required to be treated as Capital Lease Obligations under GAAP; provided that the

aggregate amount of such Indebtedness owing with respect to such operating leases shall not exceed $15,000,000;

(o) Indebtedness owing by the German Loan Parties in connection with the IKB Loan secured by one piece of Equipment (a Meltblown machine including certain supporting Equipment); and

(p) other Indebtedness in an aggregate amount not to exceed $15,000,000 at any one time outstanding;

provided , however , that notwithstanding the foregoing, in no event shall the Loan Parties enter into any Swap Agreement Obligation that are Secured Obligations at any time when the Swap Agreement Obligations Aggregate Amount exceeds $20,000,000, or which would cause the Swap Agreement Obligations Aggregate Amount to exceed $20,000,000 immediately after the incurrence thereof.

The Loan Parties, the Administrative Agent and the Lenders agree that, notwithstanding anything contained in Section 6.01(f) or in any other provision contained in this Agreement which may appear to be to the contrary, any and all Indebtedness permitted by Section 6.01(f) hereof (together with any and all Liens from time to time securing the same as permitted by Section 6.02 hereof) is hereby made and at all times hereafter shall be inferior and subordinate in all respects to the Secured Obligations from time to time owing to the Administrative Agent or any Secured Party pursuant hereto and to any Lien against any Collateral from time to time now or hereafter securing any of such Secured Obligations pursuant to the terms hereof and the Collateral Documents. Additionally, the Loan Parties, the Administrative Agent and the Lenders agree that, notwithstanding anything contained in any provision of this Agreement, any and all contractual, statutory or constitutional Liens which may now or hereafter held by any Loan Party against any Property of any other Loan Party or any of their Subsidiaries as a result of any intercompany lease or sublease by such Loan Party to such other Loan Party or Subsidiary of any real Property owned or leased by the lessor or sublessor Loan Party are, and at all times hereafter shall be, inferior and subordinate in all respects to any Lien now or hereafter held by the Administrative Agent, for the ratable benefit of the Secured Parties, against any Collateral as security for any of the Secured Obligations pursuant to the terms hereof and the Collateral Documents. The Loan Parties agree to execute and deliver on their own behalf, and to cause to be executed and delivered by and on behalf of their Subsidiaries, any and all subordination agreements, in form and content reasonably acceptable to the Administrative Agent, which the Administrative Agent may hereafter require to further evidence the subordination of the Indebtedness permitted by Section 6.01(f) above, the Liens permitted by Section 6.02 and any such contractual, statutory or constitutional landlord's Liens held by any Loan Party.

SECTION 6.02 Liens . Create or suffer to exist any Lien upon any of its Property (including without limitation, real property assets and personal property assets, including Equity Interests in its Subsidiaries) now owned or hereafter acquired, or acquire any Property upon any conditional sale or other title retention device or arrangement or any purchase money security agreement; provided , however , that the Loan Parties may create or suffer to exist:

(a) Liens in effect on the date of this Agreement and which are described on Schedule 6.02 attached hereto, provided , that the Property covered thereby does not increase in

scope and such Liens may not be renewed and extended (other than continuation filings or similar filings to maintain the effectiveness of any such Lien), unless such renewal and extension is with respect to Refinancing Indebtedness permitted by Section 6.01(j) above;

(b) Liens against the Collateral in favor of the Administrative Agent as security for the Secured Obligations;

(c) Liens incurred and pledges and deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance, old-age pensions and other social security benefits (not including any lien described in Section 430(k) of the Code); with respect to Loan Parties organized in Germany this shall include security created or subsisting in order to comply with the requirements of Section 8a of the German Partial Retirement Act (*Altersteilzeitgesetz*) and of Section 7e of the German Social Security Code IV (*Sozialgesetzbuch IV*), and the pledge to former or current managing directors of insurance claims covering a shortfall in the relevant persons' pension entitlements insured by the German Borrower B;

(d) Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's, processors' and vendors' liens and other similar liens, incurred in good faith in the ordinary course of business and securing obligations which are incurred in the ordinary course of business and are not overdue for a period of more than thirty (30) days or which are being contested in good faith by appropriate, diligently pursued proceedings as to which the Loan Parties or any of their Subsidiaries, as the case may be, shall, to the extent required by GAAP, consistently applied, have set aside on its books adequate reserves;

(e) Liens securing the payment of Taxes that are not delinquent, are permitted by Section 5.02 hereof, or are being diligently contested in good faith by appropriate proceedings and as to which adequate reserves have been established in accordance with GAAP; provided , however , that a Reserve against Domestic Availability or German Availability, as applicable, will be established in an amount equal to the aggregate amount of any and all such Taxes which are being diligently contested;

(f) Zoning restrictions, easements, licenses, reservations, provisions, covenants, conditions, waivers, restrictions on the use of property or minor irregularities of title (and with respect to leasehold interests, mortgages, obligations, liens and other encumbrances incurred, created, assumed or permitted to exist and arising by, through or under a landlord or owner of the leased property, with or without consent of the lessee) which do not in the aggregate materially detract from the value of its property or assets or materially impair the use thereof in the operation of its business;

(g) Liens securing the performance of bids, tenders, leases, contracts (other than for the repayment of borrowed money), statutory obligations, surety, customs and appeal bonds and other obligations of like nature, incurred as an incident to and in the ordinary course of business, including without limitation security given in the ordinary course of business to a public utility, a municipality, or a governmental or other public authority where required by such utility, municipality or governmental or public authority in connection with the operations of any Loan Party, in each case in an amount not to exceed $5,000,000 and not secured by Inventory or Receivables;

(h) Purchase money Liens securing the Indebtedness permitted by Section 6.01(c) above, provided , as a result of the creation of any such Lien, (i) no Default or Event of Default shall have occurred, (ii) the principal amount of such Lien does not exceed 100% of the purchase price of the asset acquired with such permitted Indebtedness plus accrued interest on such Indebtedness plus protective advances made by the holder of such permitted Indebtedness, and (iii) such Lien shall not apply to any other Property other than the asset acquired with such purchase money Indebtedness;

(i) Liens in favor of any Loan Party securing any Indebtedness permitted pursuant to Section 6.01(f) hereof;

(j) Liens arising from judgments, orders, or other awards not constituting an Event of Default;

(k) Liens upon Property (i) acquired by the Loan Parties after the Effective Date, (ii) purchased in whole or in substantial part (in no event less than 75% of the aggregate purchase price) with proceeds of Indebtedness permitted pursuant to Section 6.01(k) hereof, which Liens secure only such Indebtedness, and (iii) which Property, in the reasonable discretion of the Administrative Agent, can be readily removed from the facility on which it is located at a commercially reasonable cost and without any damage (other than de minimus damage) or impairment (other than de minimus impairment) of the use, functionality or value of such facility;

(l) all rights reserved to or vested in any Governmental Authority by the terms of any lease, franchise, grant or permit held by any Loan Party or by any statutory provision to terminate any such lease, license, franchise, grant or permit or to require annual or periodic payments as a condition of the continuation thereof, or to distrain against or to obtain a Lien on any Property of any Loan Party in the event of failure to make such annual or other periodic payments;

(m) Liens upon cash or Permitted Investment Securities in an amount not to exceed $5,000,000 at any time to secure obligations of any Loan Party or Loan Parties under any Swap Agreement, where such obligations do not constitute Swap Agreement Obligations;

(n) rights of tenants, subtenants, licensees or other parties in possession, if any, but only (i) as tenants or licensees or otherwise to the extent of their possessory rights or interests and (ii) so long as such rights do not, in the aggregate, materially detract from the value of the Properties of the Loan Parties or materially impair the use thereof in the operation of the business of the Loan Parties;

(o) with respect to any lease of any Leasehold Property entered into in accordance with the terms hereof, the rights of the landlord to such leased property and the terms and conditions contained in the corresponding lease, but only so long as such Loan Party is current with respect to payment of all rent and other amounts due to such landlord under such lease;

(p) any encumbrance for which adequate title insurance is provided against losses that may be suffered by the Administrative Agent and the Lenders, which insurance is reasonably acceptable to the Administrative Agent;

(q) (i) any Lien arising under the general terms and conditions of banks or Sparkassen (*Allgemeine Geschäftsbedingungen der Banken oder Sparkassen*) with whom any German Loan Party maintains a banking relationship in the ordinary course of business and (ii) Liens of a collecting bank arising in the ordinary course of business under Section 4-208 of the UCC in effect in the relevant jurisdiction covering only the items being collected upon;

(r) Liens securing Indebtedness permitted under Section 6.01(o) ; and

(s) other Liens securing the payment of obligations, other than Indebtedness or Swap Agreement Obligations, in an amount not to exceed $5,000,000 at any time outstanding; provided , that such Liens are not upon Inventory, Receivables, Eligible Equipment, Eligible Real Estate, or deposit accounts;

provided , however , notwithstanding anything contained above in this Section 6.02 to the contrary, (i) if any of the permitted Liens are of the type that are being contested in good faith by appropriate proceedings as to the Loan Parties, the Indebtedness giving rise to such contested Lien (s) must be immediately paid upon commencement of any foreclosure process or proceeding with respect to such Lien(s) unless the same shall be effectively stayed or a surety bond or title insurance with respect thereto (which is reasonably satisfactory in all respects to the Administrative Agent), is posted; and (ii) in no event will the Loan Parties create or suffer to exist any Lien upon any Equity Interests of their existing or future Subsidiaries or upon any Equity Interests of NP International HoldCo, NP International, or FinCo (other than Liens in favor of the Administrative Agent as security for the Secured Obligations).

SECTION 6.03 Contingent Liabilities . Create, incur, suffer or permit to exist, directly or indirectly, any Contingent Obligations, other than:

(a) The Obligations of each Guarantor to the Administrative Agent and the Lenders under the terms of any Guaranty;

(b) Any Contingent Obligations of the Loan Parties under any Swap Agreement Obligations permitted by Section 6.01(i) above;

(c) The guarantees by the Loan Parties of any obligations of any other Loan Party that are not prohibited by this Agreement or of any Indebtedness of any other Loan Party if such Indebtedness so guaranteed is permitted under the terms of Section 6.01 above;

(d) The guarantees by any Loan Party of Indebtedness of any Excluded Subsidiaries, provided , that , at all times any such guaranty is in effect the maximum amount of such guaranteed Indebtedness shall be deemed to be an Investment in an Excluded Subsidiary on the date such guaranty is entered into, and any such Investment must be permitted under Section 6.07 hereof (whether through one or a combination of the clauses thereof so long as such amounts aggregate to such maximum amount);

(e) Any guarantee by the Company of NP International's obligations under the NP International Lease, if such guarantee is required by the landlord under the NP International Lease; and

[EXPLANATORY NOTE: "*" indicates the portion of this exhibit that has been omitted and separately filed with the Securities and Exchange Commission pursuant to a request for confidential treatment.]**

(f) ***.

SECTION 6.04 Mergers, Consolidations and Dispositions and Acquisitions of Assets . In any single transaction or series of related transactions, directly or indirectly:

(a) Wind up its affairs, liquidate or dissolve;

(b) Be a party to any merger or consolidation;

(c) (i) Sell, convey, lease, transfer or otherwise dispose of all or any portion of the Property (except for (A) the sale of Inventory in the ordinary course of business, and (B) the utilization of cash in the ordinary course of business and for a purpose not prohibited by this Agreement or the other Loan Documents) of any Loan Party, or agree to take any such action, or (ii) permit any Excluded Subsidiary to sell, convey, lease, transfer or otherwise dispose of all or any substantial portion of the Property (except for (A) the sale of Inventory in the ordinary course of business, and (B) the utilization of cash in the ordinary course of business and for a purpose not prohibited by this Agreement or the other Loan Documents) of such Excluded Subsidiary, or permit any Excluded Subsidiary to agree to take any such action;

(d) Sell, assign, pledge, transfer or otherwise dispose of, or in any way part with control of, any Equity Interests of any of its Subsidiaries (including any Excluded Subsidiary) or any Indebtedness or obligations of any character of any of its Subsidiaries (including any Excluded Subsidiary), or permit any such Subsidiary (including any Excluded Subsidiary) to do so with respect to any Equity Interests of any other subsidiary or any Indebtedness or obligations of any character of any Loan Party or any of their Subsidiaries (including any Excluded Subsidiary), or permit any of its Subsidiaries (including any Excluded Subsidiary) to dissolve or liquidate, or to issue any additional Equity Interests other than to the Loan Parties;

(e) Take any board of director or shareholder action with a view toward dissolution, liquidation or termination; or

(f) Purchase or otherwise acquire, directly or indirectly, in a single transaction or a series of related transactions, all or a substantial portion of the assets of any Person or any Equity Interests in any Person;

provided , however that notwithstanding the foregoing, any of the following described actions may be undertaken, so long as no Default or Event of Default then exists or would exist immediately after giving effect to the applicable event:

(1) any Subsidiary of any Loan Party may merge or consolidate with any Loan Party or any other Subsidiary of any Loan Party, provided , that if (i) one or more of the entities so merging or consolidating was a Borrower, and if the surviving entity is not yet a Borrower, such surviving entity must be a Wholly-Owned Domestic

Subsidiary if such Borrower is a Domestic Borrower or such surviving entity must be a Wholly-Owned Foreign Subsidiary organized under the laws of Germany if such Borrower is a German Borrower, and, in each case, such surviving entity shall simultaneously with such merger, execute and deliver to the Administrative Agent a Joinder Agreement with respect to this Agreement, together with all requested Collateral Documents, as required at such time by the Administrative Agent, appropriately completed in Proper Form, and (ii) one or more of the entities so merging or consolidating was a Domestic Guarantor or a German Guarantor (and so long as none of the entities was a Borrower, in which event clause (i) shall apply), and if the surviving entity is not yet a Domestic Guarantor, such surviving entity must be a Wholly-Owned Domestic Subsidiary if one of the entities is a Domestic Guarantor or such surviving entity must be a Wholly-Owned Foreign Subsidiary if such entity is a German Guarantor, and, in each case, and such surviving entity shall simultaneously with such merger, execute and deliver to the Administrative Agent a Guaranty or a Joinder Agreement, together with all requested Collateral Documents, as required at such time by the Administrative Agent, appropriately completed in Proper Form;

(2) any of the Loan Parties' Subsidiaries may sell, lease, transfer or otherwise dispose of any of its assets to a Loan Party or any other Wholly-Owned Subsidiary of a Borrower, provided , that if (i) the entity selling, leasing, transferring or otherwise disposing of its assets is a Borrower, and if the entity to whom the sale, lease, transfer or other disposition was made is not a Borrower, such entity must be a Wholly-Owned Domestic Subsidiary if such Borrower is a Domestic Borrower or such surviving entity must be a Wholly-Owned Foreign Subsidiary if such Borrower is a German Borrower, and, in each case, such entity shall simultaneously with such lease, transfer or disposition, execute and deliver to the Administrative Agent a Joinder Agreement, together with all requested Collateral Documents, as required at such time by the Administrative Agent, appropriately completed in Proper Form, and (ii) the entity selling, leasing, transferring or otherwise disposing of its assets is a Domestic Guarantor or a German Guarantor, and if the entity to whom the sale, lease, transfer or other disposition was made is not a Borrower, Domestic Guarantor or a German Guarantor, such entity must be a Wholly-Owned Domestic Subsidiary if one of the entities is a Domestic Guarantor or such surviving entity must be a Wholly-Owned Foreign Subsidiary if such entity is a German Guarantor, and, in each case, such entity shall simultaneously with such lease, transfer or disposition, execute and deliver to the Administrative Agent a Guaranty or a Joinder Agreement, together with all requested Collateral Documents, as required at such time by the Administrative Agent, appropriately completed in Proper Form;

(3) any Subsidiary may be dissolved or liquidated, so long as such dissolution or liquidation results in all assets of such Subsidiary being owned by a Loan Party or a Wholly-Owned Subsidiary; provided , that if (i) the entity dissolving or liquidating is a Borrower, and if the entity to whom all assets of such dissolving or liquidating entity are transferred is not yet a Borrower, such entity must be a Wholly-Owned Domestic Subsidiary if such Borrower is a Domestic Borrower or such surviving entity must be a Wholly-Owned Foreign Subsidiary if such Borrower is a German Borrower, and, in each case, such entity shall simultaneously with such transfer execute and deliver to the Administrative Agent a Joinder Agreement, together with all requested Collateral Documents, as required at such time by the Administrative Agent, appropriately completed in Proper Form, and (ii) the entity dissolving or liquidating is a Domestic Guarantor or a German Guarantor, and if the entity to whom all assets of such dissolving or liquidating entity are transferred is not yet a Borrower, Domestic Guarantor or a German Guarantor, such entity must be a Wholly-Owned Domestic Subsidiary if one of the entities is a Domestic Guarantor or such surviving entity must be a Wholly-Owned Foreign Subsidiary if such entity is a German Guarantor, and, in each case, such entity shall simultaneously with such transfer execute and deliver to the Administrative Agent a Guaranty or a Joinder Agreement, together with all requested Collateral Documents, as required at such time by the Administrative Agent, appropriately completed in Proper Form;

(4) (A) any of the Loan Parties may (i) sell, exchange or otherwise dispose of Permitted Investment Securities in the ordinary course of business; (ii) terminate, surrender or sublease a lease of real Property in the ordinary course of business; (iii) sell or otherwise dispose of equipment and fixtures that are obsolete, worn out or no longer needed in the business of the Loan Parties; (iv) sell, exchange, lease, transfer or otherwise dispose of (in each case for reasonably equivalent value) real Property having a fair market value not to exceed the sum of (1) $2,000,000 for all such transactions in the aggregate in any calendar year; plus (2) the excess (if any) of $2,000,000 over the amount of dispositions pursuant to this clause (A) (v) consummated in the immediately preceding calendar year; and (v) sell or otherwise dispose of, for fair and adequate consideration any other equipment and fixtures having a fair market value not to exceed $1,000,000 in the aggregate during the period from the Effective Date through the Maturity Date; provided that , during a Cash Dominion Period, all net proceeds of any and all of the foregoing shall be paid to the Administrative Agent for application in accordance with Section 2.18 ; (B) ***; and (C) any

Excluded Subsidiaries that are not directly or indirectly wholly-owned by the Company may issue Equity Interests from time to time to holders of minority interests in its Equity Interests, provided that after giving effect to such issuance, such Excluded Subsidiary will remain majority owned directly or indirectly by the Company.

(5) (i) to the extent any Collateral is sold or otherwise permanently disposed of as permitted by this Section 6.04 , such Collateral shall be sold or otherwise disposed of free and clear of the Liens of the Collateral Documents and the Administrative Agent shall take such actions, including executing and filing appropriate releases, as are appropriate in connection therewith, and no approval of any of Lenders shall be required therefor, and (ii) to the extent any Collateral is leased as permitted by this Section 6.04 , the Company or the applicable Loan Party may request that the Administrative Agent enter into a subordination, non-disturbance and attornment agreement in form and substance acceptable to the related lessee and to the Administrative Agent, as applicable (and no approval of any of the Lenders shall be required therefor) and the Administrative Agent may require the delivery of Collateral Documents, including without limitation, a collateral assignment of lease, in form and substance reasonably acceptable to it; and

(6) the Loan Parties may purchase or otherwise acquire all or a substantial portion of the assets of one or more Persons, or any Equity Interests in any Person; provided , that , (i) such transaction or series of transactions is not otherwise prohibited hereunder, (ii) the Loan Parties comply with the requirements of this Agreement, including without limitation Section 5.10 , in connection with such transaction or series of transactions, (iii) the aggregate purchase price (including merger consideration, if applicable) paid by the Loan Parties in any transaction or series of transactions under this Section 6.04(6) does not exceed $150,000,000 in any twelve month period or $300,000,000 in the aggregate for all transactions under this Section 6.04(6) consummated after the Effective Date, (iv) the Aggregate Availability immediately after giving effect to the completion of any transaction or series of transactions under this Section 6.04(6) shall not be less than $25,000,000 on a pro forma basis (and the applicable Borrower Representative shall provide the Administrative Agent with a pro forma calculation in form and substance reasonably satisfactory to the Administrative Agent) including all consideration given in connection with such transaction or series of transactions as having been paid in cash at the time of the initial completion of any such transaction or series of transactions, and (v) the Fixed Charge Coverage Ratio for the Company and its Subsidiaries (after giving effect to such transaction or series of transactions, including, to the extent applicable, the retirement of any Indebtedness occurring, or irrevocable notice of the redemption, prepayment or purchase of which Indebtedness is given, substantially contemporaneously with the

consummation of such transaction or transactions) shall be greater than 1.15 to 1.00 for the most recently completed four quarter period assuming that for purposes of calculating the Fixed Charge Coverage Ratio for such period (calculated on a pro forma basis in a manner acceptable to the Administrative Agent) such transaction or series of transactions occurred on the first day of such applicable period.

SECTION 6.05 Nature of Business. Materially change the nature of its business or enter into any business which is substantially different from the business in which it is engaged as of the Effective Date, except for entry into related businesses that do not in the aggregate substantially change the overall composition of the Loan Parties' and their Subsidiaries' respective businesses; provided that the Loan Parties shall not be required to remain in the timber or pulp business.

SECTION 6.06 Transactions with Related Parties. Except for any Permitted Affiliate Transactions and other transactions specifically permitted by Section 6.04 or Section 6.07, enter into any other transaction, contract, license or agreement of any kind with any Affiliate, officer or director of any Loan Party or any of their Subsidiaries, unless such transaction, contract or agreement is made upon terms and conditions not less favorable to such Person than those which could have been obtained from wholly independent and unrelated third parties.

SECTION 6.07 Investments, Loans. Make, directly or indirectly, any Investment in or loan or advance to any Person, or make any commitment to make such loan, advance or Investment, except:

(a) Equity Interests of any Domestic Loan Party or German Loan Party acquired or issued in accordance with the other provisions of this Agreement, including without limitation, the provisions of Section 5.10 above, or Equity Interests of any other Subsidiary (including any Excluded Subsidiary) with the prior written consent of the Administrative Agent;

(b) Permitted Investment Securities;

(c) loans otherwise permitted by the provisions of Section 6.01(f) above;

(d) loans to employees of any Loan Party made in the ordinary course of business, so long as the aggregate amount of all such loans outstanding at any time does not exceed $750,000;

(e) loans or advances to, or Investments in, any Loan Party;

(f) loans or capital contributions to (i) Neenah Menasha Water and Power Company in an aggregate amount not to exceed $500,000 in any twelve (12)-month period, and (ii) Neenah Canada in an aggregate amount not to exceed $2,500,000 in any twelve (12)-month period;

(g) Inter-Company Loans;

(h) Investments in NP International HoldCo made prior to December 31, 2006 in order to finance the 2006 Acquisition of Neenah Germany;

(i) other loans, advances or Investments in FinCo, NP International and NP International HoldCo in an aggregate amount not to exceed €250,000 at any time outstanding;

(j) any expenses, including, without limitation, insurance and workers compensation expenses, reasonably incurred by the Company in the ordinary course of business on a "blanket" or "umbrella" basis for benefit of the Loan Parties, NP International HoldCo and NP International;

(k) any Letter of Credit issued pursuant to Section 2.06 of this Agreement, to the extent it may directly or indirectly benefit NP International HoldCo and NP International, or either of them;

(l) any guarantee by the Company of NP International's obligations under the NP International Lease, if such guarantee is required by the landlord under the NP International Lease;

(m) [Reserved];

(n) Investments in the Excluded Subsidiaries as of the Effective Date;

(o) the Investments by German Borrower B in AIM Filtertech, including future Investments (if any) in connection with the exercise of German Borrower B's option to acquire an additional twenty percent (20%) of the Equity Interests in such company so long as the total Investment by German Borrower B with respect thereto does not exceed $10,000,000;

(p) any Investments made from time to time by German Borrower B in Neenah Gessner Unterstützungskasse GmbH, consistent with past practice, to fulfill pension plan obligations of German Borrower B to former employees that have been historically funded through Neenah Gessner Unterstützungskasse GmbH and payments to Neenah Gessner Unterstützungskasse GmbH according to the benefit plans dated December 22, 1997 and September 21, 2005 so long as the total Investment by German Borrower B with respect thereto does not exceed €200,000 in the aggregate for any fiscal year; and

(q) other loans, advances or Investments not covered by clauses (a) through (p) above, in any aggregate amount not to exceed $15,000,000 at any time outstanding.

SECTION 6.08 ERISA Compliance; Foreign Pension Plan Compliance .

(a) At any time engage in any Prohibited Transaction with respect to a Plan which could reasonably be expected to result in a material liability; or permit any Plan to be terminated in a manner which could result in the imposition of a Lien on any Property of any Loan Party or any of their Subsidiaries pursuant to ERISA.

(b) Engage in any transaction in connection with which any Loan Party or any Subsidiary thereof would or could reasonably be expected to be subject to either a material civil penalty assessed pursuant to the provisions of Section 502 of ERISA or a material tax imposed under the provisions of Section 4975 of the Code.

(c) Terminate any Plan in a "distress termination" under Section 4041 of ERISA, or take any other action which could reasonably be expected to result in a material liability of any Loan Party or any Subsidiary thereof to the PBGC.

(d) Fail to make payment when due of all amounts which, under the provisions of any Plan, any Loan Party or any Subsidiary thereof is required to pay as contributions thereto, or, with respect to any Plan, fail to satisfy the minimum funding standard (as described in Section 302 of ERISA and Section 412 of the Code), whether or not waived, with respect thereto.

(e) Adopt an amendment to any Plan restricted by Section 436 of the Code.

(f) Engage in any transaction in connection with which any Loan Party or any Subsidiary thereof would or could reasonably be expected to be subject to a material liability or material civil or tax penalty with respect to any Foreign Pension Plan.

(g) Cause or permit any Foreign Pension Plan to be terminated in a manner which could result in the imposition of a Lien on any Property of any Loan Party or any of their Subsidiaries.

SECTION 6.09 Trade Credit Extensions. Extend credit to customers other than normal and prudent extensions of trade credit for goods and services in the ordinary course of business.

SECTION 6.10 Change in Accounting Method. Make or permit any change in accounting method or financial reporting practices except as may be required by GAAP or German GAAP (as applicable), in each case as in effect from time to time.

SECTION 6.11 Redemption, Dividends, Equity Interests Issuance, Distributions and Payments. At any time:

(a) Redeem (whether as a result of mandatory or optional redemption obligations or rights), purchase, retire or otherwise acquire, directly or indirectly, any Equity Interests or any warrants or other similar instruments issued by any Loan Party or any Subsidiary thereof, except Stock Repurchases, so long as (i) no Default or Event of Default exists on the trade date for the applicable Stock Repurchase, or would result from such purchase, (ii) the aggregate amount of such Stock Repurchases does not exceed $10,000,000 in the aggregate for any fiscal year of the Company commencing on or after January 1, 2015 (exclusive of amounts paid prior to January 1, 2015); provided that there will be no cap on the amount of the Stock Repurchases so long as the Payment Condition is satisfied both before and after giving effect to such Stock Repurchase and (iii) such Stock Repurchase has been duly authorized by the Company's board of directors;

(b) Declare or pay, directly or indirectly, any dividend or distribution, except (i) dividends and distributions paid to a Loan Party which is a direct parent of the Loan Party paying a dividend or distribution, and any dissolution and distributions of profits, profit reserves or capital reserves by German Borrower A to its limited partner, NP International (including, but not limited to, the distribution to be made by the German Borrower Representative to NP International from proceeds of the initial German Tranche Revolving Borrowing hereunder), (ii)

non-cash dividends paid to the holders of any Equity Interests of the Company in the form of additional Equity Interests of the Company, (iii) EAV Distributions so long as such EAV Distribution is validly payable pursuant to the applicable German EAV and (iv) Cash Dividends to the holders of any Equity Interests of the Company, so long as (A) no Default or Event of Default exists on the date that the applicable Cash Dividend is declared or paid, or would result from the payment thereof, (B) the amount of such Cash Dividends paid during any twelve (12) consecutive months does not exceed $25,000,000 in the aggregate; provided that there will be no cap on the amount of the Cash Dividends so long as the Payment Condition is satisfied both before and after giving effect to the payment of such Cash Dividends, (C) such Cash Dividend is legally declared and payable, and (D) the Company shall have (x) given the Administrative Agent at least five (5) Business Days prior written notice specifying the amount and date of such proposed Cash Dividend and, (y) if required by the Administrative Agent, submitted a certificate of a Responsible Officer setting forth reasonably detailed calculations demonstrating compliance with the Payment Condition and certifying that the other conditions set forth in this clause (b) have been satisfied;

(c) Make any other distribution of any Property, cash, securities or a combination thereof, with respect to (whether by reduction of capital or otherwise) any of its Equity Interests except as permitted in Section 6.11(b) above or in connection with the dissolution and liquidation of any Loan Party or any subsidiary of a Loan Party that is not prohibited by this Agreement;

(d) Set apart any money for a sinking fund or other analogous fund for any dividend or other distribution on its Equity Interests or for any redemption, purchase, retirement, or other acquisition of any of its Equity Interests;

(e) Except as provided in clause (f) below, redeem (whether as a result of mandatory or optional redemption obligations or rights), purchase, defease or retire for value, or make any principal payment on, any Subordinated Indebtedness, prior to the Maturity Date (other than any non-cash conversion to equity and any principal payments on Indebtedness owed by a Loan Party to another Loan Party permitted under Section 6.01(f));

(f) Make any principal or interest payment on, any Inter-Company Loan contemplated by clause (e) of the definition of Inter-Company Loan, prior to the Maturity Date, unless no Default or Event of Default exists on the date that such payment is made, or would result from such payment; or

(g) Increase the registered share capital of a German Loan Party (other than German Borrower A) without the prior written consent of the Administrative Agent.

SECTION 6.12 Fixed Charge Coverage Ratio . Permit the Fixed Charge Coverage Ratio of the Company and its Subsidiaries to be less than 1.1 to 1.0 as of the last day of any fiscal quarter for the four quarter period ending on such day, such ratio to be tested with respect to the most recently ended fiscal quarter during any FCCR Test Period.

SECTION 6.13 Sale of Receivables. Except as set forth on Schedule 6.13, sell, assign, discount, transfer or otherwise dispose of any Receivables, promissory notes, drafts or trade acceptances or other rights to receive payment held by it, with or without recourse.

SECTION 6.14 Sale and Lease-Back Transactions. Enter into any arrangement, directly or indirectly, with any Person whereby any Loan Party shall sell or transfer any Property, real or personal, which is used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such Property or other Property which such Loan Party intends to use for substantially the same purpose or purposes as the Property being sold or transferred, except for the sale of Property, the aggregate value of which does not exceed $5,000,000 during the term of this Agreement, so long as (i) no Default or Event of Default then exists or would exist immediately after giving effect to such sale, and (ii) during a Cash Dominion Period, the net proceeds of such sale are used to prepay Loans pursuant to Section 5.15 (subject to the limitations in Section 5.15(g)).

SECTION 6.15 Change of Name or Place of Business. Permit any Loan Party to change its address, name, identity, type of organization, corporate structure (e.g. by merger, consolidation, change in corporate form or otherwise), jurisdiction of organization, location of its chief executive office or principal place of business or the place it keeps its material books and records, unless the applicable Borrower Representative has (a) notified the Administrative Agent of such change in writing at least ten (10) Business Days before the effective date of such change, (b) taken such action, reasonably satisfactory to the Administrative Agent, to have caused the Liens against all Collateral in favor of the Administrative Agent for the ratable benefit of the Secured Parties to be at all times fully perfected and in full force and effect and (c) delivered such certificates of Governmental Authorities as the Administrative Agent may require substantiating such change.

SECTION 6.16 Restrictive Agreements. Other than as provided in this Agreement, the Senior Note Documents and the Additional Senior Note Documents (but only to the extent the conditions and restrictions in the Additional Senior Note Documents are no more restrictive than those restrictions and conditions in the Senior Note Documents), directly or indirectly (a) agree to restrict or condition (i) the payment of any dividends or other distributions to any Loan Party; (ii) the payment of any Indebtedness owed to any Loan Party; (iii) the making of any loans or advances to any Loan Party; or (iv) the transfer of any of its properties or assets to any Loan Party, or (b) cause any Excluded Subsidiary to agree to restrict or condition the payment of any dividends or other distributions to any Excluded Subsidiary or to any Loan Party to the extent such condition or restrictions would prohibit the distribution of amounts necessary to pay the interest accruing on the Inter-Company Loans.

SECTION 6.17 Tax Classification. Elect, without the prior consent of the Administrative Agent, a different classification for United States federal tax purposes than the classification that such Loan Party, or such Subsidiary, as the case may be, had when such Person became a party to this Agreement or any other Loan Document.

SECTION 6.18 Deposit Accounts. (a) Establish any additional deposit accounts for any purpose (i) which are not listed in Section II of the Perfection Certificate (as updated from time to time pursuant to the terms hereof) and (ii) unless such additional deposit accounts are

[EXPLANATORY NOTE: "*" indicates the portion of this exhibit that has been omitted and separately filed with the Securities and Exchange Commission pursuant to a request for confidential treatment.]**

Controlled Accounts; (b) allow any of the Company's foreign exchange accounts identified in Section II of the Perfection Certificate, each with Bank of America, N.A., to remain open or to be reopened, or to hold any funds of any Loan Party, unless such foreign exchange accounts are covered by a Tri-Party Agreement containing arrangements satisfactory to the Administrative Agent with respect to such accounts, or (c) allow the aggregate balance of one or more deposit accounts heretofore or hereafter established in the ordinary course of business as part of the administration of employee benefits and not subject to a Tri-Party Agreement to exceed $600,000 (other than deposit accounts of any Loan Party held with a Lender which deposit accounts solely receive funds from deposit accounts that are subject to Tri-Party Agreements).

SECTION 6.19 Organizational Documents; Tax Sharing Agreements. Modify any of their Organizational Documents *** in a manner that is adverse to the Lenders; or enter into any tax sharing agreement that is, or modify any tax sharing agreement in a manner that is, adverse to the Lenders.

ARTICLE VII

EVENTS OF DEFAULT

SECTION 7.01 Events of Default Without Automatic Acceleration. If any of the following events (collectively with the events described in Section 7.02 , the " **Events of Default** ") shall occur and be continuing, then the Administrative Agent may (and, if directed by the Required Lenders, shall), by written notice (or facsimile notice) to the Borrower Representatives, take any or all of the following actions at the same or different times: (i) accelerate the Maturity Date and declare the Loans, all LC Exposure and all other Secured Obligations then outstanding to be, and thereupon the Loans, said LC Exposure and all other Secured Obligations shall forthwith become, immediately due and payable, without further notice of any kind, notice of intention to accelerate, presentment and demand or protest, or other notice of any kind all of which are hereby expressly waived by each Loan Party; (ii) terminate all or any portion of the Aggregate Commitments and any obligation to issue any additional Letters of Credit; (iii) demand that the Loan Parties provide the Administrative Agent, for the ratable benefit of the Secured Parties, and the Loan Parties jointly and severally agree upon such demand to, provide cash collateral in an amount equal to 105% of the aggregate LC Exposure then outstanding, pursuant to Section 2.06(j) ; and (iv) exercise any and all other rights pursuant to the Loan Documents

or available under applicable law:

(a) any Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise; or

(b) any Borrower shall fail to pay (i) any interest on any Loan or any fee payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of two (2) Business Days or (ii) any other amount (other

than an amount referred to in clause (a) or clause (b)(i) of this Article) payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) Business Days; or

(c) (i) any Loan Party (A) shall fail to pay when due, or within any applicable period of grace, any other Indebtedness (excluding Indebtedness outstanding hereunder) in excess of $5,000,000 in principal amount unless such payment is being contested in good faith (by appropriate proceedings) and adequate reserves have been provided therefor, or (B) shall default (beyond any applicable grace and curative periods) in any other manner with respect to any other Indebtedness (excluding Indebtedness outstanding hereunder) in excess of $5,000,000 in principal amount if the effect of any such default or event of default shall be to accelerate or to permit the holder of any such other Indebtedness, at its option, to accelerate the maturity of such Indebtedness prior to the stated maturity thereof; or

(d) any representation or warranty made or deemed made by or on behalf of any Loan Party in, or in connection with, this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, shall prove to have been materially incorrect when made or deemed made (or, in the case of any representation or warranty which is already subject to a materiality qualifier, such representation or warranty shall prove to have been incorrect in any respect when made or deemed made); or

(e) except as provided in clause (f) and clause (g) below, Default shall occur in the punctual and complete performance or observance of any covenant, condition or agreement to be observed or performed on the part of any Loan Party or any of their Subsidiaries pursuant to the terms of any provision of this Agreement or any other Loan Document, and such Default remains uncured fifteen (15) Business Days after the earlier to occur of (i) the Administrative Agent giving written notice of such Default to the applicable Borrower Representative or (ii) any Responsible Officer of any Loan Party or any of their Subsidiaries acquired actual knowledge of the existence of such Default; or

(f) Default shall occur in the punctual and complete performance or observance of any covenant, condition or agreement to be observed or performed on the part of any Loan Party or any of their Subsidiaries pursuant to the terms of Section 5.03 or Section 5.11 hereof (other than Section 5.03(f) through Section 5.03(i)) and such Default remains uncured for two (2) Business Days; or

(g) Default shall occur in the punctual and complete performance or observance of any covenant, condition or agreement to be observed or performed on the part of any Credit Party or any of their Subsidiaries pursuant to the terms of Section 5.02 , Section 5.03(f) through Section 5.03(i) , Section 5.09 , Section 5.21 or Article VI hereof; or

(h) final judgment or judgments (or any decree or decrees for the payment of any fine or any penalty) for the payment of an uninsured money award in excess of $2,000,000 in the aggregate shall be rendered against any Loan Party, and the same shall remain undischarged and

unpaid for a period of thirty (30) days during which execution shall not be effectively stayed or bonded; or

(i) any Loan Party or any of their Subsidiaries shall have concealed, removed, or permitted to be concealed or removed, any part of its Property, with intent to hinder, delay or defraud its creditors or any of them, or made or suffered a transfer of any of its Property which is or could reasonably be expected to be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or

(j) any of the following shall occur where such occurrence could reasonably be expected to result in any material liability: (i) an ERISA Event shall have occurred with respect to a Plan; (ii) any other event or condition exists which might, in the opinion of the Administrative Agent, constitute grounds under the provisions of Section 4042 of ERISA for the termination of or the appointment of a trustee to administer any Plan by the PBGC; (iii) any Loan Party or any ERISA Affiliate fails to pay the full amount of an installment required under Section 430(j) of the Code; (iv) any Prohibited Transaction involving any Plan or (v) any Loan Party or any of its Subsidiaries shall have been notified by the trustees of a Foreign Pension Plan that such Loan Party or its Subsidiaries has incurred a material debt or is otherwise liable to pay any other amount in respect of a Foreign Pension Plan that could reasonably be expected to cause a Material Adverse Effect; or

(k) this Agreement, any of the Collateral Documents or any other Loan Document, or any material provision thereof, shall for any reason cease to be, or shall be asserted by any Loan Party not to be, a legal, valid and binding obligation of any Loan Party, enforceable in accordance with its terms, or the Lien purported to be created by any of the Collateral Documents shall for any reason cease to be, or be asserted by any Loan Party not to be, a valid, first priority perfected Lien against any material portion of the Collateral (except to the extent otherwise permitted under this Agreement or any of the Collateral Documents); or

(l) any Loan Party or any of its Subsidiaries which is a party to any Tri-Party Agreement fails to perform and observe, and/or cause to be performed and observed, all material covenants, provisions and conditions to be performed, discharged and observed by such Loan Party or Subsidiary under the terms of any Tri-Party Agreement; or

(m) any financial institution (other than Chase) which is a party to any Tri-Party Agreement fails to perform and observe, and/or cause to be performed and observed, all material covenants, provisions and conditions to be performed, discharged and observed by such financial institution under the terms of any Tri-Party Agreement and such failure remains uncured (or such defaulting financial institution and applicable Tri-Party Agreement is not replaced by the Loan Parties with a substitute financial institution and replacement Tri-Party Agreement both reasonably acceptable to the Administrative Agent) five (5) Business Days after the Administrative Agent gives written notice of such failure to the applicable Borrower Representative; or

(n) A Change of Control shall occur.

SECTION 7.02 Events of Default With Automatic Acceleration . In addition, if any of the following events shall occur, then (i) the Loans, the LC Exposure and all other Secured Obligations then outstanding and payable hereunder shall automatically, without demand, presentment, protest, notice of intent to accelerate, notice of acceleration or other notice to any Person of any kind, all of which are hereby expressly waived by each Loan Party, become immediately due and payable and (ii) all Aggregate Commitments and further obligations to issue any additional Letters of Credit shall be immediately and automatically terminated:

(a) any Loan Party or any of its Subsidiaries (including any Significant Excluded Subsidiary) shall commence a voluntary proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official of it or a substantial part of its Property or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it or shall make a general assignment for the benefit of creditors or shall generally fail to pay its debts as they become due or shall take any corporate action to authorize any of the foregoing; or

(b) an involuntary proceeding shall be commenced against any Loan Party or any of its Subsidiaries (including any Significant Excluded Subsidiary) seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official for it or a substantial part of its Property, and such involuntary proceeding shall remain undismissed and unstayed for a period of 60 days; or

(c) any involuntary order shall be entered in any proceeding against any Loan Party or any of its Subsidiaries (including any Significant Excluded Subsidiary) decreeing the dissolution, liquidation or split-up thereof, and such order shall remain in effect for sixty (60) days; or

(d) any Loan Party or any of its Subsidiaries (including any Significant Excluded Subsidiary) shall admit in writing its inability to pay its debts as they become due; or

(e) any Loan Party or any of their Subsidiaries shall suffer any writ of attachment or execution or any similar process to be issued or levied against it or any substantial part of its Property which is not released, stayed, bonded or vacated within thirty (30) days after its issue or levy; or

(f) any court shall order a meeting of the creditors, or any class of creditors that includes any of the Secured Parties on account of any of the Secured Obligations, of any Loan Party or any of their Subsidiaries, or any Loan Party or any of its Subsidiaries shall request or apply for any such order, or take any corporate action to authorize any such request or application; or

(g) a German Insolvency Event shall occur in respect of any German Loan Party.

Upon the occurrence and the continuance of an Event of Default, the Administrative Agent may, and at the request of the Required Lenders shall, exercise any rights and remedies

provided to the Administrative Agent under the Loan Documents or at law or equity, including all remedies provided under the UCC. No remedy, right or power conferred upon the Agent or any Lender is intended to be exclusive of any other remedy, right or power given hereunder or now or hereafter existing at law, in equity, or otherwise, and all such remedies, rights and powers shall be cumulative.

ARTICLE VIII

THE ADMINISTRATIVE AGENT

SECTION 8.01 Appointment . Each of the Lenders, on behalf of itself and any of its Affiliates that are Secured Parties, and the Issuing Bank hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf, including execution and amendment of the other Loan Documents (including, without limitation, intercreditor and subordination agreements), and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto. In addition, to the extent required under the laws of any jurisdiction other than the U.S., each of the Lenders and the Issuing Bank hereby grants to the Administrative Agent any required powers of attorney to execute any Collateral Document governed by the laws of such jurisdiction on such Lender's or Issuing Bank's behalf. The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders (including the Swingline Lender and the Issuing Bank), and the Loan Parties shall not have rights as a third party beneficiary of any of such provisions except as set forth in Section 8.06 . It is understood and agreed that the use of the term "agent" as used herein or in any other Loan Documents (or any similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

SECTION 8.02 Rights as a Lender . The bank serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with any Loan Party or any Subsidiary or any Affiliate thereof as if it were not the Administrative Agent hereunder.

SECTION 8.03 Duties and Obligations . The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02), and, (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be

liable for the failure to disclose, any information relating to any Loan Party or any Subsidiary that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02) or in the absence of its own gross negligence or willful misconduct as determined by a final nonappealable judgment of a court of competent jurisdiction. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by a Borrower Representative or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Loan Document, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the creation, perfection or priority of Liens on the Collateral or the existence of the Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

SECTION 8.04 Reliance . The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (who may be counsel for any Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

SECTION 8.05 Actions through Sub-Agents . The Administrative Agent may perform any and all of its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent.

SECTION 8.06 Resignation . Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders, the Issuing Bank and the Borrower Representatives. Upon any such resignation, the Required Lenders shall have the right, in consultation with the Company (and with the approval of the Company so long as no Default has occurred and is continuing), to appoint a successor. If no successor shall have been so appointed by the Required Lenders (and, so long as no Default has occurred and is continuing, with the approval of the Company) and shall have accepted such appointment within thirty (30) days after the retiring Administrative

Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders and the Issuing Bank, appoint a successor Administrative Agent which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. Upon the acceptance of its appointment as Administrative Agent hereunder by its successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents. The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor, unless otherwise agreed by the Company and such successor. Notwithstanding the foregoing, in the event no successor Administrative Agent shall have been so appointed and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its intent to resign, the retiring Administrative Agent may give notice of the effectiveness of its resignation to the Lenders, the Issuing Banks and the Borrowers, whereupon, on the date of effectiveness of such resignation stated in such notice, (a) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents, provided that, solely for purposes of maintaining any security interest granted to the Administrative Agent under any Collateral Document for the benefit of the Secured Parties, the retiring Administrative Agent shall continue to hold the Parallel Debt and shall continue to be vested with such security interest as collateral agent for the benefit of the Secured Parties and, in the case of any Collateral in the possession of the Administrative Agent, shall continue to hold such Collateral, in each case until such time as a successor Administrative Agent is appointed and accepts such appointment in accordance with this paragraph (it being understood and agreed that the retiring Administrative Agent shall have no duty or obligation to take any further action under any Collateral Document, including any action required to maintain the perfection of any such security interest), and (b) the Required Lenders shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, provided that (i) all payments required to be made hereunder or under any other Loan Document to the Administrative Agent for the account of any Person other than the Administrative Agent shall be made directly to such Person and (ii) all notices and other communications required or contemplated to be given or made to the Administrative Agent shall also directly be given or made to each Lender and each Issuing Bank. Following the effectiveness of the Administrative Agent's resignation from its capacity as such, the provisions of this Article, Section 2.17(d) and Section 9.03 , as well as any exculpatory, reimbursement and indemnification provisions set forth in any other Loan Document, shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent and in respect of the matters referred to in the proviso under clause (a) above.

SECTION 8.07 Non-Reliance . (a) Each Lender acknowledges and agrees that the extensions of credit made hereunder are commercial loans and letters of credit and not investments in a business enterprise or securities. Each Lender further represents that it is engaged in making, acquiring or holding commercial loans in the ordinary course of its business and has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder. Each Lender shall, independently and without reliance upon the

Administrative Agent or any other Lender and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Borrowers and their Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document, any related agreement or any document furnished hereunder or thereunder and in deciding whether or to the extent to which it will continue as a Lender or assign or otherwise transfer its rights, interests and obligations hereunder.

(b) Each Lender hereby agrees that (i) it has requested a copy of each Report prepared by or on behalf of the Administrative Agent; (ii) the Administrative Agent (A) makes no representation or warranty, express or implied, as to the completeness or accuracy of any Report or any of the information contained therein or any inaccuracy or omission contained in or relating to a Report and (B) shall not be liable for any information contained in any Report; (iii) the Reports are not comprehensive audits or examinations, and that any Person performing any field examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel and that the Administrative Agent undertakes no obligation to update, correct or supplement the Reports; (iv) it will keep all Reports confidential and strictly for its internal use, not share the Report with any Loan Party or any other Person except as otherwise permitted pursuant to this Agreement; and (v) without limiting the generality of any other indemnification provision contained in this Agreement, it will pay and protect, and indemnify, defend, and hold the Administrative Agent and any such other Person preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including reasonable attorneys' fees) incurred by the Administrative Agent or any such other Person as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

SECTION 8.08 Other Agency Titles . None of the Lenders, if any, identified in this Agreement as a Syndication Agent or documentation agent shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of such Lenders shall have or be deemed to have a fiduciary relationship with any Lender. Each Lender hereby makes the same acknowledgments with respect to the relevant Lenders in their respective capacities as Syndication Agent or documentation agent, as applicable, as it makes with respect to the Administrative Agent in the preceding paragraph.

SECTION 8.09 Not Partners or Co-Venturers; Administrative Agent as Representative of the Secured Parties . (a) The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Administrative Agent) authorized to act for, any other Lender. The Administrative Agent shall have the exclusive right on behalf of the Lenders to enforce the payment of the principal of and interest on any Loan after the date such principal or interest has become due and payable pursuant to the terms of this Agreement.

(b) In its capacity, the Administrative Agent is a "representative" of the Secured Parties within the meaning of the term "secured party" as defined in the New York Uniform

Commercial Code. Each Lender authorizes the Administrative Agent to enter into each of the Collateral Documents to which it is a party and to take all action contemplated by such documents. Each Lender agrees that no Secured Party (other than the Administrative Agent) shall have the right individually to seek to realize upon the security granted by any Collateral Document, it being understood and agreed that such rights and remedies may be exercised solely by the Administrative Agent for the benefit of the Secured Parties upon the terms of the Collateral Documents. In the event that any Collateral is hereafter pledged by any Person as collateral security for the Secured Obligations, the Administrative Agent is hereby authorized, and hereby granted a power of attorney, to execute and deliver on behalf of the Secured Parties any Loan Documents necessary or appropriate to grant and perfect a Lien on such Collateral in favor of the Administrative Agent on behalf of the Secured Parties.

(c) In relation to the German Collateral Documents, the following additional provisions shall apply:

(i) Each Secured Party hereby authorizes and grants a power of attorney (*Vollmacht*) to J.P. Morgan Europe Limited to enter into each of the German Collateral Documents to which it is a party and to take all action contemplated by such documents. Any reference in this clause (c) to the Administrative Agent shall also mean J.P. Morgan Europe Limited, in its capacity as Administrative Agent with respect to the German Collateral Documents (in such capacity referred to as the German Collateral Agent in the German Collateral Documents). The Administrative Agent with respect to the part of the Collateral secured pursuant to the German Collateral Documents or any other security interest in Collateral created under German law (" **German Collateral** ") shall:

(A) hold, administer and realise such German Collateral that is transferred or assigned by way of security (*Sicherungseigentum/ Sicherungsabtretung*) or otherwise granted to it and is creating or evidencing a non-accessory security right (*nicht akzessorische Sicherheit*) in its own name as trustee (*Treuhänder*) for the benefit of the applicable Secured Parties; and

(B) hold, administer and realise any such German Collateral that is pledged (*verpfändet*) or otherwise transferred to the Administrative Agent and is creating or evidencing an accessory security right (*akzessorische Sicherheit*) as agent.

(ii) With respect to the German Collateral, each Secured Party hereby authorizes and grants a power of attorney (*Vollmacht*), and each future Secured Party by becoming a party to this Agreement or any other Loan Document authorizes and grants a power of attorney (*Vollmach* t), to the Administrative Agent (whether or not by or through employees or agents) to:

(A) accept as its representative (*Stellvertreter*) any pledge or other creation of any accessory security right granted in favor of such Secured Party in connection with the German Collateral Documents and to agree to and execute on its behalf as its representative (*Stellvertreter*) any amendments and/or alterations to any German Collateral Document or any other agreement related to such

German Collateral which creates a pledge or any other accessory security right (*akzessorische Sicherheit*) including the release or confirmation of release of such security;

(B) execute on behalf of itself and the Secured Parties where relevant and without the need for any further referral to, or authority from, the Secured Parties or any other person all necessary releases of any such German Collateral secured under the German Collateral Documents or any other agreement related to such German Collateral;

(C) realise such German Collateral in accordance with the German Collateral Documents or any other agreement securing such German Collateral;

(D) make and receive all declarations and statements and undertake all other necessary actions and measures which are necessary or desirable in connection with such German Collateral or the German Collateral Documents or any other agreement securing the German Collateral;

(E) take such action on its behalf as may from time to time be authorized under or in accordance with the German Collateral Documents; and

(F) to exercise such rights, remedies, powers and discretions as are specifically delegated to or conferred upon the Secured Parties under the German Collateral Documents together with such powers and discretions as are reasonably incidental thereto.

(iii) Each of the Secured Parties agrees that, if the courts of Germany do not recognize or give effect to the trust expressed to be created by this Agreement or any Loan Document, the relationship of the Secured Parties to the Administrative Agent shall be construed as one of principal and agent but, to the extent permissible under the laws of Germany, all the other provisions of this Agreement shall have full force and effect between the parties hereto.

(iv) Each Secured Party hereby ratifies and approves, and each future Secured Party by becoming a party to this Agreement or any other Loan Document, ratifies and approves, all acts and declarations previously done by the Administrative Agent on such Person's behalf (including, for the avoidance of doubt, the declarations made by the Administrative Agent as representative without power of attorney (*Vertreter ohne Vertretungsmacht*) in relation to the creation of any pledge (*Pfandrecht*) on behalf and for the benefit of each Secured Party as future pledgee or otherwise); and

(v) For the purpose of performing its rights and obligations as Administrative Agent and to make use of any authorization granted under the German Collateral Documents each Secured Party hereby authorizes, and each future Secured Party by becoming a party to this Agreement or any other Loan Document, authorizes, the Administrative Agent to act as its agent (*Stellvertreter*), and releases the Administrative Agent from any restrictions on representing several Persons and self-dealing under any applicable law, and in particular from the restrictions of Section 181 of the German Civil

Code (*Bürgerliches Gesetzbuch*). The Administrative Agent has the power to grant sub-power of attorney, including the release from the restrictions of Section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*).

(d) Subject to Section 9.19 with regard to a German Loan Party and the German Guaranty Limitations, each Loan Party hereby irrevocably and unconditionally undertakes (and to the extent necessary undertakes in advance) to pay to J.P. Morgan Europe Limited, in its capacity as the German Collateral Agent under the German Collateral Documents, amounts equal to any amounts owing from time to time by such Loan Party to any Secured Party under this Agreement any other Loan Document or other relevant document pursuant to any Secured Obligations as and when those amounts are due under any Loan Document or other relevant document (such payment undertakings under this Section 8.09(d) and the obligations and liabilities resulting therefrom being the " **Parallel Debt** ").

(i) The Administrative Agent shall have its own independent right to demand payment of the Parallel Debt by the Loan Parties. Each Loan Party and the Administrative Agent acknowledge that the obligations of each Loan Party under this Section 8.09(d) are several, separate and independent from, and shall not in any way limit or affect, the corresponding obligations of each Loan Party to any Secured Party under this Agreement any other Loan Document or other relevant document (the " **Corresponding Debt** ") nor shall the amount for which each Loan Party is liable under Section 8.09(d) be limited or affected in any way by its Corresponding Debt provided that:

(A) the Parallel Debt shall be decreased to the extent that the Corresponding Debt has been irrevocably paid or discharged (other than, in each case, contingent obligations);

(B) the Corresponding Debt shall be decreased to the extent that the Parallel Debt has been irrevocably paid or discharged;

(C) the amount of the Parallel Debt shall at all times be equal to the amount of the Corresponding Debt;

(D) the Parallel Debt will be payable in the currency or currencies of the Corresponding Debt; and

(E) for the avoidance of doubt the Parallel Debt will become due and payable at the same time when the Corresponding Debt becomes due and payable.

(ii) the security granted under any German Collateral Document with respect to Parallel Debt is granted to the Administrative Agent in its capacity as sole creditor of the Parallel Debt.

(iii) Without limiting or affecting the Administrative Agent's rights against any Loan Party (whether under this Agreement or any other Loan Document), each Loan Party acknowledges that:

(A) nothing in this Agreement shall impose any obligation on the Administrative Agent to advance any sum to any Loan Party or otherwise under any Loan Document; and

(B) for the purpose of any vote taken under any Loan Document, the Administrative Agent shall not be regarded as having any participation or commitment other that those which it has in its capacity as a Lender.

(iv) The parties to this Agreement acknowledge and confirm that the parallel debt provisions contained herein shall not be interpreted so as to increase the maximum total amount of the Secured Obligations.

(v) The Parallel Debt shall remain effective in case a third Person should assume or be entitled, partially or in whole, to any rights of any of the Secured Parties under any of the other Loan Documents, be it by virtue of assignment, assumption or otherwise; and

(vi) All monies received or recovered by the Administrative Agent pursuant to this Agreement and all amounts received or recovered by the Administrative Agent from or by the enforcement of any security granted to secure the Parallel Debt shall be applied in accordance with Section 2.18 of this Agreement.

(e) Any reference in this Agreement to Liens stated to be in favor of the Administrative Agent shall be construed so as to include a reference to Liens granted in favor of the Administrative Agent in its capacity as security trustee of Secured Parties.

SECTION 8.10 Flood Laws . Chase has adopted internal policies and procedures that address requirements placed on federally regulated lenders under the National Flood Insurance Reform Act of 1994 and related legislation (the " **Flood Laws** "). Chase, as administrative agent or collateral agent on a syndicated facility, will post on the applicable Platform (or otherwise distribute to each Lender in the syndicate) documents that it receives in connection with the Flood Laws. However, Chase reminds each Lender and Participant in the facility that, pursuant to the Flood Laws, each federally regulated Lender (whether acting as a Lender or Participant in the facility) is responsible for assuring its own compliance with the flood insurance requirements.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01 Notices . (a) Except in the case of notices and other communications expressly permitted to be given by telephone or Electronic Systems (and subject in each case to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

(i) if to any Loan Party, to the Domestic Borrower Representative at:

Neenah Paper, Inc.
3460 Preston Ridge Road, Suite 600
Alpharetta, Georgia 30005
Attention: General Counsel
Facsimile: 678-518-3283

With a copy to:
Bryan Cave LLP
One Atlantic Center — Fourteenth Floor
1201 West Peachtree Street, NW
Atlanta, Georgia 30309-3488
Attention: Robert C. Lewinson
Facsimile: 404-420-0623

(ii) if to any German Loan Party, to the German Borrower Representative at:

Neenah Services GmbH & Co. KG
Otto-von Steinbeis-Str. 14b
83052 Bruckmühl
Attention: Geschäftsführer/Managing Director
Facsimile: +49 (0)8062 703 17411

With a copy to:
Neenah Paper, Inc.
3460 Preston Ridge Road, Suite 600
Alpharetta, Georgia 30005
Attention: General Counsel
Facsimile: 678-518-3283

With a copy to:
Bryan Cave LLP
One Atlantic Center — Fourteenth Floor
1201 West Peachtree Street, NW
Atlanta, Georgia 30309-3488
Attention: Robert C. Lewinson
Facsimile: 404-420-0623

(iii) if to the Administrative Agent, Swingline Lender or Issuing Bank, to:

JPMorgan Chase Bank, N.A.
2200 Ross Avenue, 9th Floor
Dallas, Texas 75201
Attention: Jennifer Heard
Facsimile: 214-965-2594

and, if to the Administrative Agent, the German Collateral Agent, Swingline Lender or Issuing Bank in the case of a notice regarding the German Borrowers, to:

J.P. Morgan Europe Limited
Loans Agency 6 th Floor
25 Bank Street, Canary Wharf
London E145JP
United Kingdom
Attention: Loans Agency
Fax: +44 (0)20 7777 2360

with a copy to:

Vinson & Elkins LLP
2001 Ross Avenue, Suite 3700
Dallas, Texas 75201
Attention: James A. Markus
Facsimile: 214-999-7836

(iv) if to any other Lender, to it at its address or facsimile number set forth in its Administrative Questionnaire.

All such notices and other communications (i) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received, (ii) sent by facsimile shall be deemed to have been given when sent, provided that if not given during normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day of the recipient, or (iii) delivered through Electronic Systems to the extent provided in paragraph (b) below shall be effective as provided in such paragraph.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by Electronic Systems pursuant to procedures approved by the Administrative Agent; provided that, the foregoing shall not apply to notices pursuant to Article II or to compliance and no Default certificates delivered pursuant to Section 5.03(d) unless otherwise agreed by the Administrative Agent and the applicable Lender. Each of the Administrative Agent and each of the Borrower Representatives (on behalf of the Loan Parties) may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise proscribes, all such notices and other communications (i) sent to an e mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e mail or other written acknowledgement), provided that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e mail address as

described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, e mail or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day of the recipient.

(c) Any party hereto may change its address, facsimile number or e mail address for notices and other communications hereunder by notice to the other parties hereto.

(d) Electronic Systems .

(i) Each Loan Party agrees that the Administrative Agent may, but shall not be obligated to, make Communications (as defined below) available to the Issuing Bank and the other Lenders by posting the Communications on Debt Domain, Intralinks, Syndtrak, ClearPar or a substantially similar Electronic System.

(ii) Any Electronic System used by the Administrative Agent is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of such Electronic Systems and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or any Electronic System. In no event shall the Administrative Agent or any of its Related Parties (collectively, the " **Agent Parties** ") have any liability to any Loan Party, any Lender, the Issuing Bank or any other Person or entity for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Company's, any Loan Party's or the Administrative Agent's transmission of communications through an Electronic System. " **Communications** " means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein which is distributed by the Administrative Agent, any Lender or the Issuing Bank by means of electronic communications pursuant to this Section, including through an Electronic System.

SECTION 9.02 Waivers; Amendments . (a) No failure or delay by the Administrative Agent, the Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Bank and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a

Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or the Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Except as provided in the first sentence of Section 2.09(f) (with respect to any commitment increase) and in Section 2.24 (with respect to a German Borrower Amendment), neither this Agreement nor any other Loan Document nor any other provision hereof or thereof may be waived, amended or modified except (x) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or (y) in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties that are party thereto with the consent of the Required Lenders; provided that, no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender (including any such Lender that is a Defaulting Lender) or increase the Aggregate Commitment in excess of $250,000,000 without the consent of all Lenders, (ii) reduce or forgive the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce or forgive any interest or fees payable hereunder, without the written consent of each Lender (including any such Lender that is a Defaulting Lender) directly affected thereby; provided that, the default interest rate specified in Section 2.13(d) may be postponed, delayed, reduced, waived or modified with the consent of the Required Lenders, (iii) postpone the scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender (including any such Lender that is a Defaulting Lender) directly affected thereby; (iv) change Section 2.18(b) or (d) in a manner that would alter the manner in which payments are shared, without the written consent of each Lender (other than any Defaulting Lender), (v) change the definition of any Borrowing Base (or any defined terms used therein) in a manner that makes more credit available, increase the advance rates set forth in the definition of Borrowing Base or add new categories of eligible assets, in each case, without the written consent of the Required Lenders, (vi) change any of the provisions of this Section or the definition of "Required Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender (other than any Defaulting Lender), (vii) change Section 2.20 , without the consent of each Lender (other than any Defaulting Lender), (viii) release all or substantially all of the value of the Loan Guaranty (except as otherwise permitted herein or in the other Loan Documents, including with respect to a sale, disposition or dissolution of a Loan Guarantor permitted herein), without the written consent of each Lender (other than any Defaulting Lender), or (ix) except as provided in clause (c) of this Section or in any Collateral Document, release all or substantially all of the Collateral, without the written consent of each Lender (other than any Defaulting Lender); provided further that, no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, the Issuing Bank or the Swingline Lender hereunder without the prior written consent of the Administrative Agent, the Issuing Bank or the Swingline Lender, as the case may be (it being understood that any change to Section 2.20 shall require the consent of the Administrative Agent, the Issuing Bank and the Swingline Lender).

(c) The Lenders and the Issuing Bank hereby irrevocably authorize the Administrative Agent, at its option and in its sole discretion, to release and the Administrative Agent shall, at the Borrowers' request release (and/or, in connection with clauses (ii) through (iv), subordinate) any Liens granted to the Administrative Agent by the Loan Parties on any Collateral (i) upon the termination of the Commitments, payment and satisfaction in full in cash of all Secured Obligations (other than Unliquidated Obligations), and the cash collateralization (which may include issuance of a back-up letter of credit covering all Unliquidated Obligations in a manner reasonably satisfactory to each affected Lender), in which case the Administrative Agent is also authorized to terminate the Loan Documents and release the Loan Guaranty, (ii) constituting property being sold or disposed of if the Loan Party disposing of such property certifies to the Administrative Agent that the sale or disposition is made in compliance with the terms of this Agreement (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry), and to the extent that the property being sold or disposed of constitutes 100% of the Equity Interests of a Subsidiary, the Administrative Agent is authorized to release any Loan Guaranty or license provided by such Subsidiary, (iii) constituting property leased or licensed to a Loan Party under a lease which has expired or been terminated in a transaction permitted under this Agreement, (iv) as required to effect any sale or other disposition of such Collateral in connection with any exercise of remedies of the Administrative Agent and the Lenders pursuant to Article VII , (v) constituting Excluded Assets and (vi) constituting real property that previously constituted Eligible Real Estate but that ceases to be Eligible Real Estate (including a release of any applicable Mortgage) so long as the applicable Borrowing Base shall be adjusted in connection with any release of such Eligible Real Estate and the Borrowers shall make any payment required pursuant to Section 2.11(b) . The Lenders and the Issuing Bank agree that any release of Liens as described above may be automatic to the extent provided in the Collateral Documents and, at the request and sole expense of the Loan Parties, the Administrative Agent is hereby authorized to execute and deliver to the Loan Parties all releases or other documents reasonably requested to evidence the release of such Liens. Except as provided in the preceding sentence, the Administrative Agent will not release or subordinate any Liens on Collateral without the prior written authorization of the Required Lenders; provided that, the Administrative Agent may in its discretion, release or subordinate its Liens on Collateral valued in the aggregate not in excess of $2,000,000 during any calendar year without the prior written authorization of the Required Lenders (it being agreed that the Administrative Agent may rely conclusively on one or more certificates of the Borrowers as to the value of any Collateral to be so released, without further inquiry). Notwithstanding the foregoing, rights of the Administrative Agent to provide releases, upon any sale or other disposition by any Loan Party (other than to any other Loan Party) of any Collateral in a transaction permitted under this Agreement, the security interests in such Collateral created by this Agreement and other Loan Documents shall be automatically released. Any such release or subordination shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released or subordinated) upon (or obligations of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral. Any execution and delivery by the Administrative Agent of documents in connection with any such release or subordination shall be without recourse to or warranty by the Administrative Agent.

(d) If, in connection with any proposed amendment, waiver or consent requiring the consent of "each Lender" or "each Lender affected thereby," the consent of the Required

Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a " **Non-Consenting Lender** "), then the Company may elect to replace a Non-Consenting Lender as a Lender party to this Agreement and such Non-Consenting Lender agrees to be replaced, provided that, concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to the Company and the Administrative Agent shall agree, as of such date, to purchase for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of clause (b) of Section 9.04 , and (ii) each Borrower shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (1) all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by such Borrower hereunder to and including the date of termination, including without limitation payments due to such Non-Consenting Lender under Sections 2.15 and 2.17 , and (2) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 2.16 had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender.

(e) A Loan Guarantor shall automatically be released from its obligations under the Loan Guaranty, and any Equity Interests of such Loan Guarantor which have been pledged as Collateral shall be released, upon the consummation of any transaction permitted by this Agreement as a result of which such Loan Guarantor ceases to be a Domestic Loan Party or a German Loan Party, as applicable; provided that, if consent of the Required Lenders is expressly required by this Agreement, the Required Lenders shall have consented to such transaction and the terms of such consent shall not have provided otherwise. In connection with any termination or release pursuant to this Section, the Administrative Agent shall (and is hereby irrevocably authorized by each Lender to) execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section shall be without recourse to or warranty by the Administrative Agent. Further, the Administrative Agent may (and is hereby irrevocably authorized by each Lender to), and upon the request of the Company shall, release any Loan Guarantor from its obligations under the Loan Guaranty and release its Liens on any Equity Interests of such Loan Guarantor which have been pledged as Collateral if such Loan Guarantor is no longer required to be a Domestic Loan Party or German Loan Party, as applicable. At such time as the principal and interest on the Loans, all LC Disbursements, the fees, expenses and other amounts payable under the Loan Documents and the other Secured Obligations (other than the Unliquidated Obligations, Swap Agreement Obligations, and other Obligations expressly stated to survive such payment and termination) shall have been paid in full, the Commitments shall have been terminated and no Letters of Credit shall be outstanding (or have been cash collateralized), the Loan Guaranty and all obligations (other than those expressly stated to survive such termination) of each Loan Party thereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any Person.

(f) Notwithstanding anything to the contrary herein the Administrative Agent may, with the consent of the Borrower Representatives only, amend, modify or supplement this

Agreement or any of the other Loan Documents to cure any ambiguity, omission, mistake, defect or inconsistency.

SECTION 9.03 Expenses; Indemnity; Damage Waiver. (a) The Loan Parties shall, jointly and severally, but subject to the limitations set forth in Sections 9.19 and 11.14, pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (which, in the case of counsel, shall be limited to the reasonable out-of-pocket fees, charges and disbursements of one primary U.S. counsel, one primary German counsel and its affiliates and one additional local counsel in each other jurisdiction, in each case, for the Administrative Agent) in connection with the syndication and distribution (including, without limitation, via the internet or through a service such as Intralinks) of the credit facilities provided for herein, the preparation and administration of the Loan Documents or any amendments, modifications or waivers of the provisions of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable out-of-pocket expenses incurred by the Administrative Agent, the Issuing Bank or any Lender (which, in the case of counsel, shall be limited to the reasonable out-of-pocket fees, charges and disbursements of one primary U.S. counsel, one primary German counsel and its affiliates and one additional local counsel in each other jurisdiction for the Administrative Agent and one additional counsel for all the Lenders (taken as a whole)), in connection with the enforcement, collection or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit. Expenses being reimbursed by the Loan Parties under this Section include, without limiting the generality of the foregoing, fees, costs and expenses incurred in connection with:

(i) subject to the limits set forth in Section 5.04, appraisals, field examinations and the preparation of Reports based on the fees charged by a third party retained by the Administrative Agent or the internally allocated fees for each Person employed by the Administrative Agent with respect to each appraisal and field examination;

(ii) background checks regarding senior management and/or key investors, as deemed necessary or appropriate in the sole discretion of the Administrative Agent;

(iii) Other Taxes, fees and other charges for (A) lien and title searches and title insurance and (B) recording the Mortgages, filing financing statements and continuations, and other actions to perfect, protect, and continue the Administrative Agent's Liens;

(iv) sums paid or incurred to take any action required of any Loan Party under the Loan Documents that such Loan Party fails to pay or take; and

(v) forwarding loan proceeds, collecting checks and other items of payment, and establishing and maintaining the accounts and lock boxes, and costs and expenses of preserving and protecting the Collateral.

All of the foregoing fees, costs and expenses may be charged to the Company as Revolving Loans or to another deposit account, all as described in Section 2.18(c). This Section 9.03(a) is subject to the limitations set forth in Sections 9.19 and 11.14.

(b) The Loan Parties shall, jointly and severally but subject to the limitations set forth in Sections 9.19 and 11.14, indemnify the Administrative Agent, the Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, incremental taxes, liabilities and related expenses for any Indemnitee (including the reasonable out-of-pocket fees, charges and disbursements of one primary U.S. counsel, one primary German counsel and its affiliates and one additional local counsel in each other jurisdiction, in each case, as selected by the Administrative Agent and for all Indemnitees and, in light of actual or perceived conflicts of interest or the availability of different claims or defenses, one additional counsel for each similarly affected group of Indemnitees (taken as a whole) and, if necessary, one additional local counsel in each relevant jurisdiction for such affected group of Indemnitees), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by the Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release of Hazardous Substances on or from any property owned or operated by a Loan Party or its Subsidiary, or any Environmental Liability related in any way to a Loan Party or its Subsidiary, (iv) the failure of a Loan Party to deliver to the Administrative Agent the required receipts or other required documentary evidence with respect to a payment made by a Loan Party for Taxes pursuant to Section 2.17, or (v) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not such claim, litigation, investigation or proceeding is brought by any Loan Party or their respective equity holders, Affiliates, creditors or any other third Person and whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that, such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or its Related Parties.

(c) To the extent that a Loan Party fails to pay any amount required to be paid by it to the Administrative Agent, the Issuing Bank or the Swingline Lender under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent, the Issuing Bank or the Swingline Lender, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount (it being understood that the payment by any Lender of any such amount shall not relieve such Loan Party of any default in the payment thereof); provided that the unreimbursed expense or indemnified loss, claim, damage, penalty, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent, the Issuing Bank or the Swingline Lender in its capacity as such.

(d) To the extent permitted by applicable law, no party hereto shall assert, and each such party hereby waives, any claim against any other party hereto (i) for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet) or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; provided that, nothing in this paragraph (d) shall relieve any Loan Party of any obligation it may have to indemnify an Indemnitee against special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party so long as such damages have been determined pursuant to a final and nonappealable judgment of a court of competent jurisdiction.

(e) All amounts due under this Section shall be payable not later than ten (10) days after written demand therefor.

SECTION 9.04 Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit), except that (i) no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Bank and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Persons (other than an Ineligible Institution) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment, participations in Letters of Credit and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) the applicable Borrower Representative, provided that, such Borrower Representative shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after having received notice thereof, and provided further that no consent of any Borrower Representative shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, any other assignee;

(B) the Administrative Agent;

(C) the Issuing Bank; and

(D) the Swingline Lender.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000, unless each of the applicable Borrower Representative and the Administrative Agent otherwise consent, provided that, no such consent of any Borrower Representative shall be required if an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent (i) an Assignment and Assumption, or (ii) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to a Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, together with a processing and recordation fee of $3,500 (such fee to be paid by the assignor and/or assignee);

(D) each assignment shall be made on a pro rata basis with respect to such Lender's Domestic Tranche Commitment and German Tranche Commitment;

(E) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Company, the other Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws; and

(F) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent a counterpart to the Lender Allocation Agreement; provided , that each Person that executes and delivers an Assignment and Assumption shall automatically be deemed to have consented to the terms of the Lender Allocation Agreement.

For the purposes of this Section 9.04(b) , the terms " **Approved Fund** " and " **Ineligible Institution** " have the following meanings:

" **Approved Fund** " means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

" **Ineligible Institution** " means a (a) natural person, (b) a Defaulting Lender or its Parent, (c) holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof; provided that, such holding company, investment vehicle or trust shall not constitute an Ineligible Institution if it (x) has not been established for the primary purpose of acquiring any Loans or Commitments, (y) is managed by a professional advisor, who is not such natural person or a relative thereof, having significant experience in the business of making or purchasing commercial loans, and (z) has assets greater than $25,000,000 and a significant part of its activities consist of making or purchasing commercial loans and similar extensions of credit in the ordinary course of its business; or (d) a Loan Party or a Subsidiary or other Affiliate of a Loan Party.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15 , 2.16 , 2.17 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) The Administrative Agent, acting for this purpose as a non-fiduciary agent of each Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the " **Register** "). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent, the Issuing Bank and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers, the Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of (x) a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to a

Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.05 , 2.06(d) or (e) , 2.07(b) , 2.18(d) or 9.03(c) , the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) Any Lender may, without the consent of any Borrower, the Administrative Agent, the Issuing Bank or the Swingline Lender, sell participations to one or more banks or other entities (a " **Participant** ") other than an Ineligible Institution in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged; (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and (C) the Borrowers, the Administrative Agent, the Issuing Bank and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. Each Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15 , 2.16 and 2.17 (subject to the requirements and limitations therein, including the requirements under Section 2.17(f) , and (g) (it being understood that the documentation required under Section 2.17(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (A) agrees to be subject to the provisions of Sections 2.18 and 2.19 as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Sections 2.15 , 2.16 or 2.17 , with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation or the sale of the participation to such Participant is made with the applicable Borrower's prior written consent.

Each Lender that sells a participation agrees, at the Borrowers' request and expense, to use reasonable efforts to cooperate with the Borrowers to effectuate the provisions of Section 2.19(b) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.18(c) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the

Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement or any other Loan Document (the " **Participant Register** "); provided that, no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Each Person that acquires a Participation shall automatically be deemed to have consented to the terms of the Lender Allocation Agreement.

(e) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 9.05 Survival . All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, the Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding that has not been cash collateralized (including with the issuance of a back-up letter of credit in a manner reasonably satisfactory to the Administrative Agent) and so long as the Commitments have not expired or terminated. The provisions of Sections 2.15 , 2.16 , 2.17 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any other Loan Document or any provision hereof or thereof.

SECTION 9.06 Counterparts; Integration; Effectiveness; Electronic Execution . (a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together

shall constitute a single contract. This Agreement, the other Loan Documents, the Lender Allocation Agreement and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties (provided that, the Lender Allocation Agreement is only an agreement among the Administrative Agent and the Lenders) relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01 , this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 9.07 Severability . Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08 Right of Setoff . If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Borrower or any Loan Guarantor against any of and all the Secured Obligations held by such Lender, irrespective of whether or not such Lender shall have made any demand under the Loan Documents and although such obligations may be unmatured. In respect of a German Loan Party, the German Guaranty Limitations shall apply if and to the extent applicable. The applicable Lender shall notify any Borrower and the Administrative Agent of such set-off or application, provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set-off or application under this Section. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have. This Section 9.08 is subject to the limitations set forth in Sections 9.19 and 11.14 .

SECTION 9.09 Governing Law; Jurisdiction; Consent to Service of Process . (a) This Agreement and the other Loan Documents (other than those containing a contrary express choice of law provision) shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

(b) Each Loan Party hereby irrevocably and unconditionally submits, for itself and its Property, to the nonexclusive jurisdiction of any U.S. Federal or New York State court sitting in New York, New York in any action or proceeding arising out of or relating to any Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(c) Each party to this Agreement irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01 . Each German Borrower irrevocably designates and appoints the Domestic Borrower Representative, as its authorized agent, to accept and acknowledge on its behalf, service of any and all process which may be served in any suit, action or proceeding of the nature referred to in Section 9.09(b) in any federal or New York State court sitting in New York City. The Company hereby represents, warrants and confirms that the Company has agreed to accept such appointment (and any similar appointment by a Loan Guarantor which is a Foreign Subsidiary). Said designation and appointment shall be irrevocable by each such German Loan Party until all Loans, all reimbursement obligations, interest thereon and all other amounts payable by such German Loan Party hereunder and under the other Loan Documents shall have been paid in full in accordance with the provisions hereof and thereof. Each German Loan Party hereby consents to process being served in any suit, action or proceeding of the nature referred to in Section 9.09(b) in any federal or New York State court sitting in New York City by service of process upon the Company as provided in this Section 9.09(d) . Each German Loan Party irrevocably waives, to the fullest extent permitted by law, all claim of error by reason of any such service in such manner and agrees that such service shall be deemed in every respect effective service of process upon such German Loan Party in any such suit, action or proceeding and shall, to the fullest extent permitted by law, be taken and held to be valid and personal service upon and personal delivery to such German Loan Party. To the extent any German Loan Party has or hereafter may acquire any immunity from jurisdiction of any

court or from any legal process (whether from service or notice, attachment prior to judgment, attachment in aid of execution of a judgment, execution or otherwise), each German Loan Party hereby irrevocably waives such immunity in respect of its obligations under the Loan Documents. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10 WAIVER OF JURY TRIAL . EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11 Headings . Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12 Confidentiality . Each of the Administrative Agent, the Issuing Bank and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors on a need to know basis (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by any Requirements of Law or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Loan Parties and their obligations, (g) with the prior written consent of any Borrower Representative or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, the Issuing Bank or any Lender on a non-confidential basis from a source other than the Company and its Subsidiaries. For the purposes of this Section, " **Information** " means all information received from the Company and its Subsidiaries relating to the them or their operations or business, other than any such information that is available to the Administrative Agent, the Issuing Bank or any Lender on a non-confidential basis prior to

disclosure. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 9.12 FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE COMPANY, AND ITS AFFILIATES, THE OTHER LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWERS OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE BORROWERS, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWERS AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

SECTION 9.13 Several Obligations; Nonreliance; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Each Lender hereby represents that it is not relying on or looking to any margin stock for the repayment of the Borrowings provided for herein. Anything contained in this Agreement to the contrary notwithstanding, neither the Issuing Bank nor any Lender shall be obligated to extend credit to the Borrowers in violation of any Requirements of Law.

SECTION 9.14 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Act**") hereby notifies each Loan Party that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies such Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender to identify such Loan Party in accordance with the Act.

SECTION 9.15 Disclosure. Each Loan Party and each Lender hereby acknowledges and agrees that the Administrative Agent and/or its Affiliates from time to time may hold

investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates.

SECTION 9.16 Appointment for Perfection . Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the other Secured Parties, in Collateral which, in accordance with Article 9 of the UCC or any other applicable law can be perfected only by possession or control. Should any Lender (other than the Administrative Agent) obtain possession or control of any such Collateral, such Lender shall notify the Administrative Agent thereof, and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

SECTION 9.17 Interest Rate Limitation . Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the " **Charges** "), shall exceed the maximum lawful rate (the " **Maximum Rate** ") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.18 No Advisory or Fiduciary Responsibility . In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each Borrower acknowledges and agrees that: (i)(A) the arranging and other services regarding this Agreement provided by the Lenders are arm's-length commercial transactions between such Borrower and its Affiliates, on the one hand, and the Lenders and their Affiliates, on the other hand, (B) each Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) each Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii)(A) each of the Lenders and their Affiliates is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for such Borrower or any of its Affiliates, or any other Person and (B) no Lender or any of its Affiliates has any obligation to such Borrower or any of its Affiliates with respect to the transactions contemplated hereby except, in the case of a Lender, those obligations expressly set forth herein and in the other Loan Documents; and (iii) each of the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of such Borrower and its Affiliates, and no Lender or any of its Affiliates has any obligation to disclose any of such interests to such Borrower or its Affiliates. To the fullest extent permitted by law, each Borrower hereby waives and releases any claims that it may have against each of the Lenders

and their Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

SECTION 9.19 Limitation on Subsidiaries . Notwithstanding anything in this Agreement (including, without limitation, Article X and Article XI) to the contrary, (i) no Foreign Subsidiary or any Domestic Subsidiary owned directly or indirectly by such Foreign Subsidiary shall be the primary obligor or guarantor (pursuant to Section 10.01 , Section 11.01 or otherwise) or pledgor of any assets or otherwise responsible for, in each case, any Secured Obligations incurred by or on behalf of any Domestic Loan Party, (ii) no Foreign Subsidiary or any Domestic Subsidiary owned directly or indirectly by such Foreign Subsidiary shall be liable hereunder for any of the Loans made to, or any other Secured Obligations incurred by or on behalf of, any Domestic Loan Party and (iii) no payment by a German Loan Party shall be applied against Secured Obligations other than German Secured Obligations.

ARTICLE X

LOAN GUARANTY OF DOMESTIC LOAN PARTIES

SECTION 10.01 Guaranty . Each Loan Guarantor that is a Domestic Loan Party (each reference to Loan Guarantors in this Article X being limited to such Domestic Loan Parties), other than those that have delivered a separate Guaranty, hereby agrees that it is jointly and severally liable for, and, as a primary obligor and not merely as surety, absolutely and unconditionally guarantees to the Secured Parties, the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Secured Obligations and, subject to the limitations set forth in Section 9.03 , all costs and expenses, including, without limitation, all court costs and attorneys' and paralegals' fees (including allocated costs of in-house counsel and paralegals) and expenses paid or incurred by the Administrative Agent, the Issuing Bank and the Lenders in endeavoring to collect all or any part of the Secured Obligations from, or in prosecuting any action against, any Borrower, any Loan Guarantor or any other guarantor of all or any part of the Secured Obligations (such costs and expenses, together with the Secured Obligations, collectively the " **Guaranteed Obligations** "; provided , however, that the definition of "Guaranteed Obligations" shall not create any guarantee by any Loan Guarantor of (or grant of security interest by any Loan Guarantor to support, as applicable) any Excluded Swap Obligations of such Loan Guarantor for purposes of determining any obligations of any Loan Guarantor). Each Loan Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. All terms of this Loan Guaranty apply to and may be enforced by or on behalf of any domestic or foreign branch or Affiliate of any Lender that extended any portion of the Guaranteed Obligations.

SECTION 10.02 Guaranty of Payment . This Loan Guaranty is a guaranty of payment and not of collection. Each Loan Guarantor waives any right to require the Administrative Agent, the Issuing Bank or any Lender to sue any Borrower, any Loan Guarantor, any other guarantor of, or any other Person obligated for, all or any part of the Guaranteed Obligations (each, an " **Obligated Party** "), or otherwise to enforce its payment against any collateral securing all or any part of the Guaranteed Obligations.

SECTION 10.03 No Discharge or Diminishment of Loan Guaranty . (a) Except as otherwise provided for herein, the obligations of each Loan Guarantor hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the payment in full in cash of the Guaranteed Obligations (other than Unliquidated Obligations)), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Borrower or any other Obligated Party liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party or their assets or any resulting release or discharge of any obligation of any Obligated Party; or (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any Obligated Party, the Administrative Agent, the Issuing Bank, any Lender or any other Person, whether in connection herewith or in any unrelated transactions.

(b) The obligations of each Loan Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Loan Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent, the Issuing Bank or any Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection or invalidity of any indirect or direct security for the obligations of any Borrower for all or any part of the Guaranteed Obligations or any obligations of any other Obligated Party liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent, the Issuing Bank or any Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Guarantor or that would otherwise operate as a discharge of any Loan Guarantor as a matter of law or equity (other than the payment in full in cash of the Guaranteed Obligations (other than Unliquidated Obligations)).

SECTION 10.04 Defenses Waived . To the fullest extent permitted by applicable law, each Loan Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any other Loan Guarantor or the unenforceability of all or any part of the Guaranteed Obligations from any cause, or the cessation from any cause of the liability of any Borrower, any other Loan Guarantor or any other Obligated Party, other than the payment in full in cash of the Guaranteed Obligations (other than Unliquidated Obligations). Without limiting the generality of the foregoing, each Loan Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any Obligated Party or any other Person. Each Loan Guarantor confirms that it is not a surety

under any state law and shall not raise any such law as a defense to its obligations hereunder. The Administrative Agent may, at its election and to the extent permitted under applicable laws, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, without affecting or impairing in any way the liability of such Loan Guarantor under this Loan Guaranty except to the extent the Guaranteed Obligations have been fully and indefeasibly paid in cash (other than Unliquidated Obligations). To the fullest extent permitted by applicable law, each Loan Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Loan Guarantor against any Obligated Party or any security.

SECTION 10.05 Rights of Subrogation. No Loan Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification that it has against any Obligated Party or any Collateral, until the Loan Parties and the Loan Guarantors have fully performed all their obligations to the Administrative Agent, the Issuing Bank and the Lenders.

SECTION 10.06 Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations (including a payment effected through exercise of a right of setoff) is rescinded, or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of any Borrower or otherwise (including pursuant to any settlement entered into by a Secured Party in its discretion), each Loan Guarantor's obligations under this Loan Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Administrative Agent, the Issuing Bank and the Lenders are in possession of this Loan Guaranty. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the Loan Guarantors forthwith on demand by the Administrative Agent.

SECTION 10.07 Information. Each Loan Guarantor assumes all responsibility for being and keeping itself informed of each Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Loan Guarantor assumes and incurs under this Loan Guaranty, and agrees that neither the Administrative Agent, the Issuing Bank nor any Lender shall have any duty to advise any Loan Guarantor of information known to it regarding those circumstances or risks.

SECTION 10.08 Termination. Each of the Lenders and the Issuing Bank may continue to make loans or extend credit to any Borrower based on this Loan Guaranty until five (5) days after it receives written notice of termination from any Loan Guarantor. Notwithstanding receipt of any such notice, each Loan Guarantor will continue to be liable to the Lenders for any Guaranteed Obligations created, assumed or committed to prior to the fifth day after receipt of

the notice, and all subsequent renewals, extensions, modifications and amendments with respect to, or substitutions for, all or any part of such Guaranteed Obligations. Nothing in this Section 10.08 shall be deemed to constitute a waiver of, or eliminate, limit, reduce or otherwise impair any rights or remedies the Administrative Agent or any Lender may have in respect of, any Default or Event of Default that may exist under Article VII hereof as a result of any such notice of termination.

SECTION 10.09 Taxes . Each payment of the Guaranteed Obligations will be made by each Loan Guarantor without withholding for any Taxes, unless such withholding is required by law. If any Loan Guarantor determines, in its sole discretion exercised in good faith, that it is so required to withhold Taxes, then such Loan Guarantor may so withhold and shall timely pay the full amount of withheld Taxes to the relevant Governmental Authority in accordance with applicable law. If such Taxes are Indemnified Taxes, then the amount payable by such Loan Guarantor shall be increased as necessary so that, net of such withholding (including such withholding of Indemnified Taxes applicable to additional amounts payable under this Section), the Administrative Agent, Lender or Issuing Bank (as the case may be) receives the amount it would have received had no such withholding been made. For purposes of this Section 10.09 , the terms "Borrower Representative" shall be deemed replaced with "Loan Guarantor" in each place such terms appear under Section 2.17(f) .

SECTION 10.10 Maximum Liability . Notwithstanding any other provision of this Loan Guaranty, the amount guaranteed by each Loan Guarantor hereunder shall be limited to the extent, if any, required so that its obligations hereunder shall not be subject to avoidance under Section 548 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law. In determining the limitations, if any, on the amount of any Loan Guarantor's obligations hereunder pursuant to the preceding sentence, it is the intention of the parties hereto that any rights of subrogation, indemnification or contribution which such Loan Guarantor may have under this Loan Guaranty, any other agreement or applicable law shall be taken into account.

SECTION 10.11 Contribution .

(a) To the extent that any Loan Guarantor shall make a payment under this Loan Guaranty (a " **Guarantor Payment** ") which, taking into account all other Guarantor Payments then previously or concurrently made by any other Loan Guarantor, exceeds the amount which otherwise would have been paid by or attributable to such Loan Guarantor if each Loan Guarantor had paid the aggregate Guaranteed Obligations satisfied by such Guarantor Payment in the same proportion as such Loan Guarantor's "Allocable Amount" (as defined below) (as determined immediately prior to such Guarantor Payment) bore to the aggregate Allocable Amounts of each of the Loan Guarantors as determined immediately prior to the making of such Guarantor Payment, then, following payment in full in cash of the Guarantor Payment and the Guaranteed Obligations (other than Unliquidated Obligations that have not yet arisen), and all Commitments and Letters of Credit have terminated or expired or, in the case of all Letters of Credit, are fully collateralized on terms reasonably acceptable to the Administrative Agent and the Issuing Bank, and this Agreement has terminated, such Loan Guarantor shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Loan

Guarantor for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment.

(b) As of any date of determination, the " **Allocable Amount** " of any Loan Guarantor shall be equal to the excess of the fair saleable value of the Property of such Loan Guarantor over the total liabilities of such Loan Guarantor (including the maximum amount reasonably expected to become due in respect of contingent liabilities, calculated, without duplication, assuming each other Loan Guarantor that is also liable for such contingent liability pays its ratable share thereof), giving effect to all payments made by other Loan Guarantors as of such date in a manner to maximize the amount of such contributions.

(c) This Section 10.11 is intended only to define the relative rights of the Loan Guarantors, and nothing set forth in this Section 10.11 is intended to or shall impair the obligations of the Loan Guarantors, jointly and severally, to pay any amounts as and when the same shall become due and payable in accordance with the terms of this Loan Guaranty.

(d) The parties hereto acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of the Loan Guarantor or Loan Guarantors to which such contribution and indemnification is owing.

(e) The rights of the indemnifying Loan Guarantors against other Loan Guarantors under this Section 10.11 shall be exercisable upon the full payment of the Guaranteed Obligations in cash (other than Unliquidated Obligations that have not yet arisen) and the termination or expiry (or, in the case of all Letters of Credit, full cash collateralization), on terms reasonably acceptable to the Administrative Agent and the Issuing Bank, of the Commitments and all Letters of Credit issued hereunder and the termination of this Agreement.

SECTION 10.12 Liability Cumulative . The liability of each Loan Party as a Loan Guarantor under this Article X is in addition to and shall be cumulative with all liabilities of each Loan Party to the Administrative Agent, the Issuing Bank and the Lenders under this Agreement and the other Loan Documents to which such Loan Party is a party or in respect of any obligations or liabilities of the other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

SECTION 10.13 Keepwell . Each Qualified ECP Guarantor that is a Loan Guarantor under this Article X hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under any Loan Guaranty in respect of a Specified Swap Obligation (provided, however, that each such Qualified ECP Guarantor shall only be liable under this Section 10.13 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.13 or otherwise under any Loan Guaranty voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). Except as otherwise provided herein, the obligations of each such Qualified ECP Guarantor under this Section 10.13 shall remain in full force and effect until the termination of all Specified Swap Obligations. Each such Qualified ECP Guarantor intends that this Section 10.13 constitute, and this Section 10.13 shall be deemed to constitute, a

"keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE XI

LOAN GUARANTY OF GERMAN LOAN PARTIES

SECTION 11.01 Guaranty . Subject to Section 11.14 hereof, each Loan Guarantor that is a German Loan Party (each reference to Loan Guarantors in this Article XI being limited to such German Loan Parties) hereby agrees that it is jointly and severally liable for, and, as a primary obligor and not merely as surety, absolutely and unconditionally guarantees to the Secured Parties, the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Foreign Secured Obligations, and, subject to the limitations set forth in Section 9.03 , all costs and expenses, including, without limitation, all court costs and attorneys' and paralegals' fees (including allocated costs of in-house counsel and paralegals) and expenses paid or incurred by the Administrative Agent, the Issuing Bank and the Lenders in endeavoring to collect all or any part of the Foreign Secured Obligations from, or in prosecuting any action against, any German Borrower, any Loan Guarantor or any other guarantor of all or any part of the Foreign Secured Obligations (such costs and expenses, together with the Secured Obligations, collectively the " **German Guaranteed Obligations** "; provided , however , that the definition of "German Guaranteed Obligations" shall not create any guarantee by any Loan Guarantor of (or grant of security interest by any Loan Guarantor to support, as applicable) any Excluded Swap Obligations of such Loan Guarantor for purposes of determining any obligations of any Loan Guarantor). Each Loan Guarantor further agrees that the German Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. All terms of this Loan Guaranty apply to and may be enforced by or on behalf of any domestic or foreign branch or Affiliate of any Lender that extended any portion of the German Guaranteed Obligations.

SECTION 11.02 Guaranty of Payment . This Loan Guaranty is a guaranty of payment and not of collection. Each Loan Guarantor waives any right to require the Administrative Agent, the Issuing Bank or any Lender to sue any Borrower, any Loan Guarantor, any other guarantor of, or any other Person obligated for, all or any part of the German Guaranteed Obligations (each, an " **Obligated Party** "), or otherwise to enforce its payment against any collateral securing all or any part of the German Guaranteed Obligations.

SECTION 11.03 No Discharge or Diminishment of Loan Guaranty . (a) Except as otherwise provided for herein, the obligations of each Loan Guarantor hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the payment in full in cash of the German Guaranteed Obligations (other than Unliquidated Obligations)), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration or compromise of any of the German Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Borrower or any other Obligated Party liable for any of the German Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party or their assets or any resulting release or

discharge of any obligation of any Obligated Party; or (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any Obligated Party, the Administrative Agent, the Issuing Bank, any Lender or any other Person, whether in connection herewith or in any unrelated transactions.

(b) The obligations of each Loan Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the German Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the German Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Loan Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent, the Issuing Bank or any Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the German Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the German Guaranteed Obligations; (iii) any release, non-perfection or invalidity of any indirect or direct security for the obligations of any Borrower for all or any part of the German Guaranteed Obligations or any obligations of any other Obligated Party liable for any of the German Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent, the Issuing Bank or any Lender with respect to any collateral securing any part of the German Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the German Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Guarantor or that would otherwise operate as a discharge of any Loan Guarantor as a matter of law or equity (other than the payment in full in cash of the German Guaranteed Obligations (other than Unliquidated Obligations)).

SECTION 11.04 Defenses Waived. To the fullest extent permitted by applicable law, each Loan Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any Loan Guarantor or the unenforceability of all or any part of the German Guaranteed Obligations from any cause, or the cessation from any cause of the liability of any Borrower, any Loan Guarantor or any other Obligated Party, other than the payment in full in cash of the German Guaranteed Obligations. Without limiting the generality of the foregoing, each Loan Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any Obligated Party or any other Person. Each Loan Guarantor confirms that it is not a surety under any state law and shall not raise any such law as a defense to its obligations hereunder. The Administrative Agent may, at its election and to the extent permitted under applicable laws, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the German Guaranteed Obligations, compromise or adjust any part of the German Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, without affecting or impairing in any way the liability of such Loan Guarantor under this Loan Guaranty except to the extent the German Guaranteed Obligations have been fully and indefeasibly paid in cash (other than Unliquidated Obligations). To the fullest extent permitted by applicable law, each Loan Guarantor waives any

defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Loan Guarantor against any Obligated Party or any security.

SECTION 11.05 Rights of Subrogation. No Loan Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification that it has against any Obligated Party or any collateral, until the Loan Parties and the Loan Guarantors have fully performed all their obligations to the Administrative Agent, the Issuing Bank and the Lenders.

SECTION 11.06 Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the German Guaranteed Obligations (including a payment effected through exercise of a right of setoff) is rescinded, or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of any Borrower or otherwise (including pursuant to any settlement entered into by a Secured Party in its discretion), each Loan Guarantor's obligations under this Loan Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Administrative Agent, the Issuing Bank and the Lenders are in possession of this Loan Guaranty. If acceleration of the time for payment of any of the German Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the German Guaranteed Obligations shall nonetheless be payable by the Loan Guarantors forthwith on demand by the Administrative Agent.

SECTION 11.07 Information. Each Loan Guarantor assumes all responsibility for being and keeping itself informed of each Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the German Guaranteed Obligations and the nature, scope and extent of the risks that each Loan Guarantor assumes and incurs under this Loan Guaranty, and agrees that neither the Administrative Agent, the Issuing Bank nor any Lender shall have any duty to advise any Loan Guarantor of information known to it regarding those circumstances or risks.

SECTION 11.08 Termination. Each of the Lenders and the Issuing Bank may continue to make loans or extend credit to any Borrower based on this Loan Guaranty until five (5) days after it receives written notice of termination from any Loan Guarantor. Notwithstanding receipt of any such notice, each Loan Guarantor will continue to be liable to the Lenders for any German Guaranteed Obligations created, assumed or committed to prior to the fifth day after receipt of the notice, and all subsequent renewals, extensions, modifications and amendments with respect to, or substitutions for, all or any part of such German Guaranteed Obligations. Nothing in this Section 11.08 shall be deemed to constitute a waiver of, or eliminate, limit, reduce or otherwise impair any rights or remedies the Administrative Agent or any Lender may have in respect of, any Default or Event of Default that may exist under Article VII hereof as a result of any such notice of termination.

SECTION 11.09 Taxes. Each payment of the German Guaranteed Obligations will be made by each Loan Guarantor without withholding for any Taxes, unless such withholding is required by law. If any Loan Guarantor determines, in its sole discretion exercised in good faith,

that it is so required to withhold Taxes, then such Loan Guarantor may so withhold and shall timely pay the full amount of withheld Taxes to the relevant Governmental Authority in accordance with applicable law. If such Taxes are Indemnified Taxes, then the amount payable by such Loan Guarantor shall be increased as necessary so that, net of such withholding (including such withholding of Indemnified Taxes applicable to additional amounts payable under this Section), the Administrative Agent, Lender or Issuing Bank (as the case may be) receives the amount it would have received had no such withholding been made. For purposes of this Section 11.09 , the terms "Borrower Representative" shall be deemed replaced with "Loan Guarantor" in each place such terms appear under Section 2.17(f) .

SECTION 11.10 Maximum Liability . Notwithstanding any other provision of this Loan Guaranty, the amount guaranteed by each Loan Guarantor hereunder shall be limited to the extent, if any, required so that its obligations hereunder shall not be subject to avoidance under Section 548 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law. In determining the limitations, if any, on the amount of any Loan Guarantor's obligations hereunder pursuant to the preceding sentence, it is the intention of the parties hereto that any rights of subrogation, indemnification or contribution which such Loan Guarantor may have under this Loan Guaranty, any other agreement or applicable law shall be taken into account. In addition, the amount guaranteed by FinCo shall be limited to an amount equal to the net equity of FinCo at the time of enforcement of this Loan Guaranty against FinCo.

SECTION 11.11 Contribution .

(a) To the extent that any Loan Guarantor shall make a payment under this Loan Guaranty (a " **Guarantor Payment** ") which, taking into account all other Guarantor Payments then previously or concurrently made by any other Loan Guarantor, exceeds the amount which otherwise would have been paid by or attributable to such Loan Guarantor if each Loan Guarantor had paid the aggregate German Guaranteed Obligations satisfied by such Guarantor Payment in the same proportion as such Loan Guarantor's "Allocable Amount" (as defined below) (as determined immediately prior to such Guarantor Payment) bore to the aggregate Allocable Amounts of each of the Loan Guarantors as determined immediately prior to the making of such Guarantor Payment, then, following payment in full in cash of the Guarantor Payment and the German Guaranteed Obligations (other than Unliquidated Obligations that have not yet arisen), and all Commitments and Letters of Credit have terminated or expired or, in the case of all Letters of Credit, are fully collateralized on terms reasonably acceptable to the Administrative Agent and the Issuing Bank, and this Agreement has terminated, such Loan Guarantor shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Loan Guarantor for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment.

(b) As of any date of determination, the " **Allocable Amount** " of any Loan Guarantor shall be equal to the excess of the fair saleable value of the Property of such Loan Guarantor over the total liabilities of such Loan Guarantor (including the maximum amount reasonably expected to become due in respect of contingent liabilities, calculated, without duplication, assuming each other Loan Guarantor that is also liable for such contingent liability pays its ratable share

thereof), giving effect to all payments made by other Loan Guarantors as of such date in a manner to maximize the amount of such contributions.

(c) This Section 11.11 is intended only to define the relative rights of the Loan Guarantors, and nothing set forth in this Section 11.11 is intended to or shall impair the obligations of the Loan Guarantors, jointly and severally, to pay any amounts as and when the same shall become due and payable in accordance with the terms of this Loan Guaranty.

(d) The parties hereto acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of the Loan Guarantor or Loan Guarantors to which such contribution and indemnification is owing.

(e) The rights of the indemnifying Loan Guarantors against other Loan Guarantors under this Section 11.11 shall be exercisable upon the full payment of the German Guaranteed Obligations in cash (other than Unliquidated Obligations that have not yet arisen) and the termination or expiry (or, in the case of all Letters of Credit, full cash collateralization), on terms reasonably acceptable to the Administrative Agent and the Issuing Bank, of the Commitments and all Letters of Credit issued hereunder and the termination of this Agreement, or earlier if required for purposes of compliance by a German Loan Party with the provisions of Section 5.19 .

SECTION 11.12 Liability Cumulative . The liability of each Loan Party as a Loan Guarantor under this Article XI is in addition to and shall be cumulative with all liabilities of each Loan Party to the Administrative Agent, the Issuing Bank and the Lenders under this Agreement and the other Loan Documents to which such Loan Party is a party or in respect of any obligations or liabilities of the other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

SECTION 11.13 [Reserved] .

SECTION 11.14 German Guaranty Limitations .

(a) Limitation . The Administrative Agent agrees to restrict the enforcement of the guarantee or any indemnity granted by each German Loan Party pursuant to this Agreement and any joint and several liability assumed hereunder (together, the " **Security** ") if and to the extent that (i) such Security secures any liabilities of such German Loan Party's direct or indirect shareholder(s) (upstream) or any entity affiliated to such shareholder (*verbundenes Unternehmen*) within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*) (cross-stream) (other than the liabilities of any of such German Loan Party's Subsidiaries and, for the avoidance of doubt, such German Loan Party's own liabilities incurred on its own behalf and for its own account and excluding liabilities arising from joint liability for obligations incurred by any other Loan Party) and (ii) the enforcement of such Security would cause the amount of such German Loan Party's net assets (Reinvermögen), as adjusted pursuant to the following provisions, to fall below the amount of its registered share capital (*Stammkapital*) (*Begründung einer Unterbilanz*) or to increase any already existing capital impairment (*Vertiefung einer Unterbilanz*) in violation of Sections 30 and 31 of the German

Limited Liability Company Act (*GmbHG*), (each such event is hereinafter referred to as a " **Capital Impairment** "). For the purposes of the calculation of a Capital Impairment for any German Loan Party, German GAAP shall apply, taking into consideration applicable court rulings of German courts and prevailing guidelines with regard to the accounting methods to be applied for the determination of the net asset value for purposes of Section 30 GmbHG, and the following balance sheet items shall be adjusted as follows: (a) the amount of any increase of such German Loan Party's registered share capital after the date of this Agreement that has been effected without prior written consent of the Administrative Agent shall be deducted from such German Loan Party's registered share capital; (b) loans provided to such German Loan Party shall be disregarded if and to the extent such loans are subordinated pursuant to Section 39(2) German Insolvency Code (InsO) or are considered subordinated by operation of law; and (c) loans or other contractual liabilities incurred in violation of the provisions of the Loan Documents shall be disregarded.

(b) Disposal of Relevant Assets . In a situation where any German Loan Party would not have sufficient assets to maintain its registered share capital after satisfaction (in whole or in part) of the relevant demand, such German Loan Party shall dispose of all assets, to the extent legally permitted and to the extent necessary to satisfy the amounts demanded under the Security granted by such German Loan Party which are not necessary for its business (*nicht betriebsnotwendig*) on market terms where the relevant assets are shown in the balance sheet of such German Loan Party with a book value, determined in accordance with German GAAP, which is significantly lower than the market value of such assets, unless such disposal would not be commercially justifiable, provided that the Administrative Agent consents to the fact that a disposal would not be commercially justifiable.

(c) Management Notification/Auditor's Determination .

(i) The limitation pursuant to this Section 11.14 shall apply, subject to the following requirements, if, following a notice by the Administrative Agent that it intends to enforce any Security or a demand by the Administrative Agent under any such Security, the applicable German Loan Party notifies the Administrative Agent (" **Management Notification** ") within fifteen (15) days upon receipt of the relevant notice or demand that a Capital Impairment or would occur (setting out in reasonable detail to what extent a Capital Impairment would occur and providing prima facie evidence that a realisation or other measures undertaken in accordance with the mitigation provisions set out above would not prevent such Capital Impairment.

(ii) If the Management Notification is contested by the Administrative Agent, the Administrative Agent shall

nevertheless be entitled to enforce any Security granted under this Agreement up to such amount, which is, based on the Management Notification, undisputed between itself and the applicable German Loan Party. In relation to the amount which is in dispute, the applicable German Loan Party undertakes (at its own cost and expense) to arrange for the preparation of a balance sheet by its auditors in order to have such auditors determine whether (and if so, to what extent) any payment under the Security would cause a Capital Impairment (the " **Auditor's Determination** "). The Auditor's Determination shall be prepared, taking into account the adjustments set out above in relation to the calculation of a Capital Impairment, by

applying German GAAP based on the same principles and evaluation methods as consistently applied by the applicable German Loan Party in the preparation of its financial statements, in particular in the preparation of its most recent annual balance sheet, and taking into consideration applicable court rulings of German courts and prevailing guidelines with regard to the accounting methods to be applied for the determination of the net asset value for purposes of Section 30 GmbHG. The applicable German Loan Party shall provide the Auditor's Determination to the Administrative Agent within thirty (30) days (or such longer period as has been agreed between the Borrower Representative and the Administrative Agent) from the date on which the Administrative Agent contested the Management Notification in writing. The Auditor's Determination shall be binding on the applicable German Loan Party and the Administrative Agent.

(iii) If, and to the extent that, any Security has been enforced without regard to the limitation set forth in this Section 11.14 because the amount of the available net assets pursuant to the Auditor's Determination is lower than the amount stated in the Management Notification, the Administrative Agent shall upon written demand of the applicable German Loan Party to the Administrative Agent repay any amount (if and to the extent already paid to the Administrative Agent) up to and including the amount calculated in the Auditor's Determination in accordance with this Section 11.14 , provided such demand for repayment is made to the Administrative Agent within six (6) months (*Ausschlussfrist*) from the date such Security has been enforced.

(iv) If pursuant to the Auditor's Determination the amount of the available net assets is higher than set out in the Management Notification, the Administrative Agent shall be entitled to enforce into such available net assets accordingly.

(d) Exceptions . Notwithstanding the above, the limitations pursuant to this Section 11.14 shall not apply to any German Loan Party:

(i) if such German Loan Party is party as dominated entity (*beherrschtes Unternehmen*) of a domination agreement (*Beherrschungsvertrag*) and/or a profit and loss transfer agreement (*Gewinnabführungsvertrag*) pursuant to Section 30, paragraph 1, sentence 2 of the German Limited Liability Company Act (GmbHG) and payment by or enforcement against the German Loan Party would not violate Section 30, paragraph 1 GmbHG;

(ii) if such German Loan Party has a recourse right (*Rückgewähranspruch*) pursuant to Section 30, paragraph 1, sentence 2 of the German Limited Liability Company Act (*GmbHG*) which is fully recoverable (*werthaltig*);

(iii) if such German Loan Party fails to deliver the Management Notification and/or the Auditor's Determination pursuant to this Section 11.14 in the required timeframe, unless such German Loan Party proves in a court proceeding that the disputed amount is necessary for maintaining its registered share capital; or

(iv) to any amounts borrowed under the Loan Documents to the extent the proceeds of such borrowing are on-lent to such German Loan Party or its Subsidiaries to the extent that any amounts so on-lent are still outstanding at the time the relevant demand is made against such German Loan Party and the repayment of such loans as a result of such on-lending is not prohibited by law.

(e) GmbH & Co KG. The provisions of this Section 11.14 shall apply to a limited partnership with a limited liability company as its general partner (GmbH & Co. KG) mutatis mutandis, provided that any Capital Impairment shall be determined in relation to the general partner.

(f) Construction . This Section 11.14 shall be construed in light of the interpretation such provisions would be given if they were governed by German law.

ARTICLE XII

THE BORROWER REPRESENTATIVES.

SECTION 12.01 Appointment; Nature of Relationship . The Company is hereby appointed by each of the Domestic Borrowers as its contractual representative (herein referred to as the " **Domestic Borrower Representative** ") hereunder and under each other applicable Loan Document, and each of the Domestic Borrowers irrevocably authorizes the Domestic Borrower Representative to act as the contractual representative of such Domestic Borrower with the rights and duties expressly set forth herein and in the other applicable Loan Documents. Neenah Services GmbH & Co. KG is hereby appointed by each of the German Borrowers as its contractual representative (herein referred to as the " **German Borrower Representative** ") hereunder and under each other applicable Loan Document, and each of the German Borrowers irrevocably authorizes the German Borrower Representative to act as the contractual representative of such German Borrower with the rights and duties expressly set forth herein and in the other applicable Loan Documents. Each Borrower Representative agrees to act as such contractual representative upon the express conditions contained in this Article XII . Additionally, the Borrowers hereby appoint the Domestic Borrower Representative and the German Borrower Representative, as applicable, as their agent to receive all of the proceeds of the Loans in the Funding Account(s), at which time the applicable Borrower Representative shall promptly disburse such Loans to the appropriate Borrower(s). The Administrative Agent and the Lenders, and their respective officers, directors, agents or employees, shall not be liable to any Borrower Representative or any Borrower for any action taken or omitted to be taken by any Borrower Representative or the Borrowers pursuant to this Section 12.01 .

SECTION 12.02 Powers . Each Borrower Representative shall have and may exercise such powers under the Loan Documents as are specifically delegated to such Borrower Representative by the terms of each thereof, together with such powers as are reasonably incidental thereto. Each Borrower Representative shall have no implied duties to the Borrowers, or any obligation to the Lenders to take any action thereunder except any action specifically provided by the Loan Documents to be taken by such Borrower Representative.

SECTION 12.03 Employment of Agents . Each Borrower Representative may execute any of its duties as a Borrower Representative hereunder and under any other Loan Document by or through authorized officers.

SECTION 12.04 Notices . Each Borrower, upon a Responsible Officer of such Borrower acquiring knowledge thereof, shall promptly notify the applicable Borrower Representative of the occurrence of any Default hereunder referring to this Agreement describing such Default and stating that such notice is a "notice of default". In the event that any Borrower Representative receives such a notice, such Borrower Representative shall give prompt notice thereof to the Administrative Agent and the Lenders. Any notice provided to any Borrower Representative hereunder shall constitute notice to each Borrower on the date received by such Borrower Representative.

SECTION 12.05 Successor Borrower Representative . Upon the prior written consent of the Administrative Agent, any Borrower Representative may resign at any time, such resignation to be effective upon the appointment of a successor Borrower Representative. The Administrative Agent shall give prompt written notice of such resignation to the Lenders.

SECTION 12.06 Execution of Loan Documents; Borrowing Base Certificate . The Borrowers hereby empower and authorize the applicable Borrower Representative, on behalf of the applicable Borrowers, to execute and deliver to the Administrative Agent and the Lenders the Loan Documents and all related agreements, certificates, documents, or instruments as shall be necessary or appropriate to effect the purposes of the Loan Documents, including, without limitation, the Borrowing Base Certificates and the Compliance Certificates. Each Borrower agrees that any action taken by the applicable Borrower Representative or the Borrowers in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by the applicable Borrower Representative of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Borrowers.

ARTICLE XIII

SUBORDINATION OF INTERCOMPANY INDEBTEDNESS.

SECTION 13.01 Subordination of Intercompany Indebtedness . Each Loan Party agrees that any and all claims of such Loan Party against any Loan Party (each an " **Obligor** ") with respect to any "Intercompany Indebtedness" (as hereinafter defined, but excluding trade payables of an Obligor against another Obligor), any endorser, obligor or any other guarantor of all or any part of the Guaranteed Obligations, or against any of its Properties shall be subordinate and subject in right of payment to the prior payment, in full and in cash, of all Guaranteed Obligations; provided that, as long as no Event of Default has occurred and is continuing, such Loan Party may receive payments of principal and interest from any Obligor with respect to Intercompany Indebtedness. Notwithstanding any right of any Loan Party to ask, demand, sue for, take or receive any payment from any Obligor, all rights, liens and security interests of such Loan Party, whether now or hereafter arising and howsoever existing, in any assets of any other Obligor shall be and are subordinated to the rights of the Secured Parties in those assets. No Loan Party shall have any right to possession of any such asset or to foreclose upon any such

asset, whether by judicial action or otherwise, unless and until all of the Guaranteed Obligations shall have been fully paid and satisfied (in cash) and all financing arrangements pursuant to any Loan Document, any Swap Agreement or any Banking Services Agreement have been terminated. If all or any part of the assets of any Obligor, or the proceeds thereof, are subject to any distribution, division or application to the creditors of such Obligor, whether partial or complete, voluntary or involuntary, and whether by reason of liquidation, bankruptcy, administration, arrangement, receivership, assignment for the benefit of creditors or any other action or proceeding, or if the business of any such Obligor is dissolved or if substantially all of the assets of any such Obligor are sold pursuant to any such proceeding, then, and in any such event (such events being herein referred to as an " **Insolvency Event** "), any payment or distribution of any kind or character, either in cash, securities or other property, which shall be payable or deliverable upon or with respect to any indebtedness of any Obligor to any Loan Party (" **Intercompany Indebtedness** ") shall be paid or delivered directly to the Administrative Agent for application on any of the Guaranteed Obligations subject to the provisions of Section 5.19 and Section 9.19 , due or to become due, until such Guaranteed Obligations shall have first been fully paid and satisfied (in cash). Should any payment, distribution, security or instrument or proceeds thereof be received by the applicable Loan Party upon or with respect to the Intercompany Indebtedness after any Insolvency Event and prior to the satisfaction of all of the Guaranteed Obligations and the termination of all financing arrangements pursuant to any Loan Document among the Secured Parties, such Loan Party shall receive and hold the same in trust, as trustee, for the benefit of the Secured Parties and shall forthwith deliver the same to the Administrative Agent, for the benefit of the Secured Parties, in precisely the form received (except for the endorsement or assignment of the Loan Party where necessary), for application to any of the Guaranteed Obligations, due or not due, and, until so delivered, the same shall be held in trust by the Loan Party as the property of the Secured Parties. If any such Loan Party fails to make any such endorsement or assignment to the Administrative Agent, the Administrative Agent or any of its officers or employees is irrevocably authorized to make the same.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

DOMESTIC BORROWERS :

NEENAH PAPER, INC.

By: /s/ Bonnie C. Lind
Name: Bonnie C. Lind
Title: Senior Vice President, Chief Financial Officer and Treasurer

NEENAH PAPER MICHIGAN, INC.

By: /s/ Bonnie C. Lind
Name: Bonnie C. Lind
Title: Senior Vice President, Chief Financial Officer and Treasurer

NEENAH FILTRATION, LLC

By: /s/ Bonnie C. Lind
Name: Bonnie C. Lind
Title: Senior Vice President, Chief Financial Officer and Treasurer

NEENAH TECHNICAL MATERIALS, INC.

By: /s/ Bonnie C. Lind
Name: Bonnie C. Lind
Title: Senior Vice President, Chief Financial Officer and Treasurer

NEENAH PAPER FVC, LLC

By: /s/ Bonnie C. Lind
Name: Bonnie C. Lind
Title: Senior Vice President, Chief Financial Officer and Treasurer

NPCC HOLDING COMPANY, LLC

By: Neenah Paper, Inc., as its sole member

By: /s/ Bonnie C. Lind
Name: Bonnie C. Lind
Title: Senior Vice President, Chief Financial Officer and Treasurer

NEENAH PAPER FR, LLC

By: /s/ Bonnie C. Lind
Name: Bonnie C. Lind
Title: Senior Vice President, Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT — NEENAH PAPER, INC.]

GERMAN BORROWERS :

NEENAH SERVICES GMBH & CO. KG

By: /s/ Armin Schwinn
Name: Armin Schwinn
Title: Managing Director of Neenah Germany Gmbh (general partner)

NEENAH GESSNER GMBH

By: /s/ Armin Schwinn
Name: Armin Schwinn
Title: Managing Director

NEENAH LAHNSTEIN GMBH

By: /s/ Armin Schwinn
Name: Armin Schwinn
Title: Managing Director

NEENAH LAHNSTEIN GRUNDSTÜCKSVERWALTUNGSGESELLSCHAFT MBH & CO. KG

By: /s/ Armin Schwinn
Name: Armin Schwinn
Title: Managing Director of Neenah Germany Gmbh (general partner)

NEENAH GESSNER GRUNDSTÜCKSVERWALTUNGSGESELLSCHAFT MBH & CO. KG

By: /s/ Armin Schwinn
Name: Armin Schwinn
Title: Managing Director of Neenah Germany Gmbh (general partner)

GERMAN GUARANTORS :

NEENAH GERMANY GMBH

By: /s/ Armin Schwinn
Name: Armin Schwinn
Title: Managing Director

NEENAH PAPER INTERNATIONAL HOLDING COMPANY, LLC

By: Neenah Paper, Inc., as its sole member

By: /s/ Bonnie C. Lind
Name: Bonnie C. Lind

Title: Senior Vice President, Chief Financial Officer and Treasurer

NEENAH PAPER INTERNATIONAL, LLC

By: /s/ Bonnie C. Lind
Name: Bonnie C. Lind
Title: Senior Vice President, Chief Financial Officer and Treasurer

NEENAH PAPER INTERNATIONAL FINANCE COMPANY B.V.

By: /s/ Bonnie C. Lind
Name: Bonnie C. Lind
Title: Managing Director

By: TMF Netherlands B.V. Managing Director

By: /s/ D. Slob
Name: D. Slob
Title: Proxy holder A

By: /s/ A.B. Lie Kwie-Nahrwold
Name: A.B. Lie Kwie-Nahrwold
Title: Proxy holder B

[SIGNATURE PAGE TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT — NEENAH PAPER, INC.]

JPMORGAN CHASE BANK, N.A. , as Administrative Agent, Issuing Bank, Swingline Lender and a Domestic Tranche Lender

By: /s/ Jennifer Heard
Name: Jennifer Heard
Title: Authorized Officer

J.P. MORGAN EUROPE LIMITED , as German Collateral Agent

By: /s/ Tim Jacob
Name: Tim Jacob
Title: Senior Vice President

JPMORGAN CHASE BANK, N.A. (LONDON BRANCH) , as a German Tranche Lender

By: /s/ Tim Jacob
Name: Tim Jacob
Title: Senior Vice President

[SIGNATURE PAGE TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT — NEENAH PAPER, INC.]

BANK OF AMERICA, N.A. , as Syndication Agent and a Domestic Tranche Lender

By: /s/ Dennis S. Losin
Name: Dennis S. Losin
Title: Senior Vice President

[SIGNATURE PAGE TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT — NEENAH PAPER, INC.]

BANK OF AMERICA, N.A. , as a German Tranche Lender

By: /s/ Dennis S. Losin
Name: Dennis S. Losin
Title: Senior Vice President

[SIGNATURE PAGE TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT — NEENAH PAPER, INC.]

COMMERZBANK AG, NEW YORK & GRAND CAYMAN BRANCHES , as a Domestic Tranche Lender

By: /s/ Barbara Stacks
Name: Barbara Stacks
Title: Vice President

By: /s/ Michael Kronberg
Name: Michael Kronberg
Title: Director

[SIGNATURE PAGE TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT — NEENAH PAPER, INC.]

BMO HARRIS BANK, N.A. , as a Domestic Tranche Lender

By: /s/ Jason Hoefler
Name: Jason Hoefler
Title: Director

[SIGNATURE PAGE TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT — NEENAH PAPER, INC.]

BMO HARRIS BANK, N.A. , as a German Tranche Lender

By: /s/ Jason Hoefler
Name: Jason Hoefler
Title: Director

[SIGNATURE PAGE TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT — NEENAH PAPER, INC.]

GOLDMAN SACHS BANK USA , as a Domestic Tranche Lender

By: /s/ Rebecca Kratz
Name: Rebecca Kratz
Title: Authorized Signatory

[SIGNATURE PAGE TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT — NEENAH PAPER, INC.]

GOLDMAN SACHS BANK USA , as a German Tranche Lender

By: /s/ Rebecca Kratz
Name: Rebecca Kratz
Title: Authorized Signatory

[SIGNATURE PAGE TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT — NEENAH PAPER, INC.]

COMMITMENT SCHEDULE
TO THE
THIRD AMENDED AND RESTATED CREDIT AGREEMENT

Commitments

Lender	Domestic Tranche Commitment Amount	German Tranche Commitment Amount	Total Commitment: Domestic Tranche and German Tranche Commitment	Swingline Commitment for Domestic Swingline Loans	Swingline Commitment for German Swingline Loans
JPMorgan Chase Bank, N.A.	$ 49,375,000.00	N/A	$ 49,375,000.00	$ 15,000,000	$ 15,000,000
JPMorgan Chase Bank, N.A. (London Branch)	N/A	$ 35,625,000.00	$ 35,625,000.00	N/A	N/A
Bank of America, N.A.	$ 40,625,000.00	$ 24,375,000.00	$ 65,000,000.00	N/A	N/A
Goldman Sachs Bank USA	$ 15,625,000.00	$ 9,375,000.00	$ 25,000,000.00	N/A	N/A
BMO Harris Bank, N.A.	$ 9,375,000.00	$ 5,625,000.00	$ 15,000,000.00	N/A	N/A
Commerzbank AG, New York & Cayman Branches	$ 10,000,000.00	N/A	$ 10,000,000.00	N/A	N/A
Total Commitments:	$ 125,000,000	$ 75,000,000	$ 200,000,000	$ 15,000,000	$ 15,000,000

SCHEDULE 2.06
TO THE
THIRD AMENDED AND RESTATED CREDIT AGREEMENT

Existing Letters of Credit

1. Standby letter of credit issued under the Existing Credit Agreement — Sentry Insurance A Mutual Company - $75,000 USD.

2. Letter of Credit — Zurich American Insurance Company - $650,000 USD.

SCHEDULE 3.06
TO THE
THIRD AMENDED AND RESTATED CREDIT AGREEMENT

Disclosed Matters

Environmental Claims :

Claims (United States):

a. Request for Information from the U.S. Environmental Protection Agency, dated October 27, 1994 (re the Manistique River Harbor Area, related to Munising Mill).

b. Munising RCRA matter, U.S. Forest Service Landfill in Munising, MI. Active Site, Groundwater Monitoring, Cap Maintenance.

c. Clean Air Act Matter — MUNISING — Notice of Violation for Opacity Monitoring; Reporting and Record keeping issues.

d. Housatonic: The Massachusetts DEP (MassDEP) is aware of the presence of historic solid waste disposed of on property in Great Barrington, MA owned by Neenah Paper FR, LLC ("Neenah FR"). A release of oil and/or hazardous materials (OHM) has occurred at this location, which is a disposal site as defined by M.G.L. c. 21E, § 2 and the Massachusetts Contingency Plan, 310 CMR 40.0000. To evaluate the release, a Phase I Initial Site Investigation was performed pursuant to 310 CMR 40.0480. As a result of this investigation, the site has been classified as Tier II pursuant to 310 CMR 40.0500. On May 18, 2012, Neenah Paper filed a Tier II Classification Submittal with the MassDEP. A Phase II Comprehensive Site Assessment (CSA) was completed to delineate the extent of OHM in soil in certain portions of the Site and to characterize risks to human health and the environment. The closure report for this matter was submitted to the MassDEP in April of 2013. Neenah FR currently has an escrow liability claim and environmental liability insurance which it believes will cover costs associated with remediation.

Environmental Claims/Environmental Liabilities : those matters set forth in the following studies and assessments:

a. InteGreyted International Phase I Environmental Site Assessment and Environmental, Health and Safety Compliance Evaluation - Munising Mill, April 2004;

b. InteGreyted International Phase I Environmental Site Assessment and Environmental, Health and Safety Compliance Evaluation - Whiting Mill, April 2004;

c. InteGreyted International Phase I Environmental Site Assessment and Environmental, Health and Safety Compliance Evaluation - Neenah Mill, April 2004;

d. InteGreyted International Phase I Environmental Site Assessment and Environmental, Health and Safety Compliance Evaluation - Neenah Distribution and Finishing Center, April 2004;

e. Phase I Environmental Site Assessment — Vicksburg, Michigan, Delta Project No. HS06-018-1.0006, prepared for: Neenah Paper, Inc., 3460 Preston Ridge Road, Suite 600, Alpharetta, Georgia 30005, prepared by: Delta Environmental Consultants, Inc., 3701 Briarpark Drive, Suite 300, Houston, Texas 77042, February 12, 2007;

---

f. Phase I Environmental Site Assessment — Kalamazoo Valley Group Landfill, 2042 South 40th Street, Galesburg, Michigan, Delta Project No. HS06-018- 1.0008, prepared for: Neenah Paper, Inc., 3460 Preston Ridge Road, Suite 600, Alpharetta, Georgia 30005, prepared by: Delta Environmental Consultants, Inc., 3701 Briarpark Drive, Suite 300, Houston, Texas 77042, February 12, 2007; and

g. Phase I Environmental Site Assessment — Appleton Mill, 430 East South Island Street, Appleton, Wisconsin, Delta Project No. HS06-018-1.0002, prepared for: Neenah Paper, Inc., 3460 Preston Ridge Road, Suite 600, Alpharetta, Georgia 30005, prepared by: Delta Environmental Consultants, Inc., 3701 Briarpark Drive, Suite 300, Houston, Texas 77042, February 12, 2007.

h. Phase I Environmental Site Assessment — Government Mill — 1080 Dalton Avenue, Pittsfield, MA, prepared by Environ International Corp., April 2014

i. Phase I Environmental Site Assessment — Government Mill — 448 Hubbard Ave., Pittsfield, MA, prepared by Environ International Corp., April 2014

Notices of Violation :

1. Vicksburg: Ongoing ground water monitoring at the Sludge Impoundment Area (SIA) in Vicksburg, MI owned by Neenah FR. Vicksburg property monitoring indicated exceedance of Generic GSI criterion for TDS in the May 29, 2009, samples. Previous reports have indicated occasional exceedance of barium concentrations. The MI Department of Environmental Quality is aware that the closure of the site and installation of a landfill cap has reduced impact on ground water and is expected to mitigate any potential deleterious impact on ground water with time. These exceedances are not considered significant in nature.

[EXPLANATORY NOTE: "*" indicates the portion of this exhibit that has been omitted and separately filed with the Securities and Exchange Commission pursuant to a request for confidential treatment.]**

SCHEDULE 3.09
TO THE
THIRD AMENDED AND RESTATED CREDIT AGREEMENT

Taxes

Neenah Gessner GmbH has a Tax Deferral Account Nr. *** for import VAT (Zahlungsaufschubkonto für Einfuhrumsatzsteuer); under the relevant terms, Neenah Gessner GmbH is entitled to a delayed payment of import VAT to the extent VAT on input can be claimed.

SCHEDULE 3.13
TO THE
THIRD AMENDED AND RESTATED CREDIT AGREEMENT

Insurance

[See attached]

[EXPLANATORY NOTE: "***" indicates the portion of this exhibit that has been omitted and separately filed with the Securities and Exchange Commission pursuant to a request for confidential treatment.]

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Matt Evans
MCGRIFF, SEIBELS & WILLIAMS OF GEORGIA, INC. 5605 Glenridge Drive - Suite 300 Atlanta, GA 30342	PHONE (A/C, No, Ext): 404 497-7500 FAX (A/C, No): E-MAIL ADDRESS: mevans@mcgriff.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Sentry Insurance A Mutual Company — 24988
INSURED Neenah Paper, Inc. 3460 Preston Ridge Road Suite 600 Alpharetta, GA 30005	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** PD2C7F3T **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			901579609	12/01/2014	12/01/2015	EACH OCCURRENCE	$ ***
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ ***
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ ***
		X					PERSONAL & ADV INJURY	$ ***
							GENERAL AGGREGATE	$ ***
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ ***
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
								$
								$
								$
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

JPMorgan Chase Bank, N.A., as administrative agent and J.P. Morgan Europe Limited, as German collateral agent, their successors and assigns are included as Additional Insured - Mortgagee for General Liability as required by written contract

CERTIFICATE HOLDER

JPMorgan Chase Bank, N.A. as administrative agent
J.P. Morgan Europe Limited, as German collateral agent
Attn: Jennifer Heard
2200 Ross Avenue, 9th Floor TX2921
Dallas, TX 75201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

[EXPLANATORY NOTE: ***** indicates the portion of this exhibit that has been omitted and separately filed with the Securities and Exchange Commission pursuant to a request for confidential treatment.]

ACORD

EVIDENCE OF PROPERTY INSURANCE

PD2C7F2T

DATE (MM/DD/YYYY): 12/16/2014

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY MCGRIFF, SEIBELS & WILLIAMS OF GEORGIA, INC. 5605 Glenridge Drive - Suite 300 Atlanta, GA 30342 PHONE (A/C, No, Ext): 404 497-7500 FAX (A/C, No): E-MAIL ADDRESS: mevans@mcgriff.com CODE: SUB CODE: AGENCY CUSTOMER ID #: 064442 000	COMPANY Lexington Insurance Company 100 Summer Street Boston, MA 02110
INSURED Neenah Paper, Inc. 3460 Preston Ridge Road Suite 600 Alpharetta, GA 30005	LOAN NUMBER POLICY NUMBER: 017728195 EFFECTIVE DATE: 12/01/2014 EXPIRATION DATE: 12/01/2015 CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED: 11/26/2013

PROPERTY INFORMATION

LOCATION/DESCRIPTION

All locations of the Insured per Schedule on File with the Company including the following acquired effective 7/1/2014: 1080 Dalton Avenue, Pittsfield, MA 01201, 401 South Street, Dalton, MA 01226 and 448 Hubbard Avenue, Pittsfield, MA 01201

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Real and Personal Property; Machinery and Equipment; Furniture & Fixtures; Improvements and Betterments; Inventory; Stock; EDP Hardware, Media and Data; Business Income - Gross Earnings/ Extra Expense	$ ***	$ ***
Earth Movement - Sub-Limit - Per Occurrence & Aggregate for all locations	$ ***	$ ***
Flood - Sub-Limit - Per Occurrence & Aggregate for all locations	$ ***	$ ***
Covers All Risks of Direct Physical Loss or Damage including Flood, Earth Movement and Equipment Breakdown/Boiler & Machinery subject to policy terms, conditions, limitations and exclusions.		
Excludes Terrorism		

REMARKS (Including Special Conditions)

JPMorgan Chase Bank, N.A., as administrative agent and J.P. Morgan Europe Limited, as German collateral agent, their successors and assigns are Lender Loss Payee as their interests may appear. Flood coverage applies to all locations including Neenah Paper Mill at 135 North Commercial Street, Neenah, WI 54956 (Flood Zone A) and Whiting Mill at 3243 Whiting Road, Stevens Point, WI 54881 (Flood Zone A),1080 Dalton Avenue, Pittsfield, MA (Flood Zone A), 430 E. South Island St., Appleton, WI (Flood Zone A)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS JPMorgan Chase Bank, N.A. as administrative agent J.P. Morgan Europe Limited, as German collateral agent Attn: Jennifer Heard 2200 Ross Avenue, 9th Floor TX2921 Dallas, TX 75201	☐ MORTGAGEE ☐ ADDITIONAL INSURED ☐ LOSS PAYEE ☒ Lender Loss Payee LOAN # AUTHORIZED REPRESENTATIVE

ACORD 27 (2009/12)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

[EXPLANATORY NOTE: "*" indicates the portion of this exhibit that has been omitted and separately filed with the Securities and Exchange Commission pursuant to a request for confidential treatment.]**

Named Insureds

	FEIN
Neenah Paper, Inc.	***

Neenah Paper FR, LLC	***
Neenah Paper International, LLC	***
Neenah Paper Michigan, Inc. — *(No **WI Employees)***	***
Neenah Technical Materials, Inc., a MA corporation — ***(No WI Employees)***	***
Neenah Paper International Holding Company, LLC	
Neenah Paper FVC, LLC	
Neenah Filtration, LLC	
NPCC Holding Company, LLC	
Neenah Paper Company of Canada	
Neenah and Menasha Water Power Company	
Neenah Paper International Finance Company B.V.	
Neenah Services GmbH & Co. KG	
Neenah Germany GmbH	
Neenah Gessner GmbH	
Neenah Lahnstein GmbH	
Neenah Gessner Grundstucksverwahungsgeselischaft mbH & Co.KG	
Neenah Lahnsteln Grundsturksverwaltungsgesellschaft mbH & Co. KG	
Neenah Gessner Linterstutzungskasse GmbH	

[EXPLANATORY NOTE: "*" indicates the portion of this exhibit that has been omitted and separately filed with the Securities and Exchange Commission pursuant to a request for confidential treatment.]**

Insurance Overview 2014

NEENAH — Group of Companies, Germany

Schedule 2 — List of Insurance (as amended from time to time)
Existing Insurances as of the date of this Agreement:

Type of Insurance	Type of Insurance	Policy No.	Insurance Company	Policy Holder	Termination of Insurance	Insured risks	Maximum Coverage	Insured properties
Property Insurance (Sachversicherung)	Property All Risk	E 11 173.1524	AIG Europe Limited Frankfurt	**Neenah Gessner GmbH** co-insured all group-companys: Neenah Services GmbH & Co. KG Neenah Germany GmbH Leiss GmbH & Co. KG Neenah Gessner Grundstücksverwaltungsgesellschaft mbH & Co. KG Neenah Gessner Unterstützungskasse GmbH Neenah Lahnstein GmbH Neenah Lahnstein Grundstücksverwaltungsgesellschaft mbH & Co. KG	1-Dec-15	Fire perils Civil commotion, Malicious damage, Strike or Lockout Vehicle impact, Smoke, Sonic Boom Burst pipes, Sprinkler-leakage Windstorm, Hail Burglary, Robbery	*** € 	Buildings Otto-v.Steinbeis-Str. 14b, Bruckmühl Content Otto-v.Steinbeis-Str. 14b, Bruckmühl Stocks Otto-v.Steinbeis-Str. 14b, Bruckmühl Buildings Weidach 3, Feldkirchen-Westerham Content Weidach 3, Feldkirchen-Westerham Stocks Weidach 3, Feldkirchen-Westerham Buildings Auf dem Brühl 15-27, Lahnstein Content Auf dem Brühl 15-27, Lahnstein
Property Damage Consequential Loss Insurance (Sachschadenfolgeversicherung)	Business Interruption All Risk	E 11 173.1524	AIG Europe Limited Frankfurt	**Neenah Gessner GmbH** co-insured all group-companys	1-Dec-15		***** €**	**Insured Locations** : corresponding to property insurance
Liability Insurance (Haftpflicht)	Comprehensive General Liability	2-GK-10.505.630-2	Generali Vers. AG	**Neenah Gessner GmbH** co-insured all group-companys	1-Jan-16	combined for pd/bi sublimit for damages to rented premises for environmental damages	*****€** ***** €**	
Liability Insurance (Haftpflicht)	Products recall insurance	2-GK-24.189.266-6	Generali Vers. AG	**Neenah Gessner GmbH** co-insured all group-companys	1-Jan-16	for product recall costs	***** €**	

Type of Insurance	Type of Insurance	Policy No.	Insurance Company	Policy Holder	Termination of Insurance	Insured risks	Maximum Coverage	Insured properties
Liability Insurance (Haftpflicht)	Auto parts recall insurance	715-FKH-10.661.053	Generali Vers. AG	**Neenah Gessner GmbH**	1-Jan-16	for vehicle recall costs	*** €	
Liability Insurance (Haftpflicht)	Liability Excess Layer	CE4000355952	CATLIN	**Neenah Gessner GmbH**	1-Jan-16	in excess of 5.000.000,00 € of the CGL limit	*** €	
Liability Insurance (Haftpflicht)	Radioactive rays liability	2-GK-10.502.679-8	Generali Vers. AG	**Neenah Gessner GmbH**	1-Jan-16	combined for pd/bi	*** €	
Property Insurance (Sachversicherung)	Loss of Keys Insurance	20090012248	AXA	**Neenah Lahnstein Grundstücksverwaltungsgesellschaft mbH & Co.KG**	1-Jan-16	master key system Auf dem Brühl 15-27, Lahnstein	*** €	
Personal Accident Insurance in favor of employees	Group accident insurance	U24 013 6907	AIG Europe Limited Frankfurt	**Neenah Gessner GmbH** co-insured company: Neenah Services GmbH & Co. KG	1/1/2016	death benefit of insured employees invalidity benefit of insured employees	*** ***	
Personal Accident Insurance in favor of employees	Group accident insurance	U24 013 6908	AIG Europe Limited Frankfurt	**Neenah Lahnstein GmbH**	1-Jan-16	death benefit of insured employees invalidity benefit of insured employees	*** ***	
Liability Insurance (Haftpflicht) and Property Insurance (Kasko)	Motor Fleet insurance	div.	R+V Allgem. Vers. AG	**Neenah Gessner GmbH Neenah Lahnstein GmbH**	1-Jan-16	auto liability	*** €	
Liability Insurance (Haftpflicht)	Business Trip Collision Coverage	715-K-8393494	Generali Vers. AG	**Neenah Gessner GmbH** co-insured all group-companys	1-Jan-16	comprehensive collision coverage for privately owned vehicles used for business trips	***	
Property Insurance (Sachversicherung)	Electronic equipment insurance	63/011143	Condor Allg. Vers.AG	**Neenah Gessner GmbH**	1-Jan-16	broad form coverage	*** €	
Criminal Legal Expense Insurance in favor of employees (Straferechtsschutzversicherung)	Criminal legal expenses coverage	39132549-04010	HDI - Gerling Rechtsschutzvers. AG	**Neenah Gessner GmbH**	1-Jan-16	each insured event and person involved and in the aggregate (758 insured persons)	*** €	

SCHEDULE 3.14

TO THE
THIRD AMENDED AND RESTATED CREDIT AGREEMENT

Capitalization and Subsidiaries

Entity	Issuer	Type of Organization and Jurisdiction of Organization of Issuer	# of Shares Owned	Total Shares Outstanding	% of Interest Pledged	Certificate No. (if uncertificated, please indicate so)	Par Value
NPCC Holding Company, LLC	Neenah Paper Company of Canada	Unlimited Liability Company -Nova Scotia, Canada	1001 common	1001	None	NA	No par value
Neenah Paper, Inc.	Neenah Paper Michigan, Inc.	Corporation - Delaware	100	100	100%	2	$ 1.00 per share
Neenah Paper, Inc.	Neenah and Menasha Water Power Company	Corporation - Wisconsin	1761	2109	None	134	$ 1.00 per share
Neenah Paper, Inc.	NPCC Holding Company, LLC	Limited Liability Company — Delaware	100%	N/A	100%	N/A	N/A
Neenah Paper, Inc.	Neenah Paper FVC, LLC	Limited Liability Company —	100%	N/A	100%	N/A	N/A

		Delaware					
Neenah Paper FVC, LLC	Neenah Paper FR, LLC	Limited liability company - Delaware	100%	N/A	100%	N/A	N/A
Neenah Paper, Inc.	Neenah Paper International Finance Company B.V.	Netherlands	100%	N/A	65% for Domestic Secured Obligations and 100% for German Secured Obligations	N/A	N/A
Neenah Paper International, LLC	Neenah Germany GmbH	Germany	100%	N/A	0%	Uncertificated share no. 1 as per shareholder list	DEM 50,000 (~ EUR 25,564.59)

Entity	Issuer	Type of Organization and Jurisdiction of Organization of Issuer	# of Shares Owned	Total Shares Outstanding	% of Interest Pledged	Certificate No. (if uncertificated, please indicate so)	Par Value
Neenah Paper International, LLC (limited partner)	Neenah Services GmbH & Co. KG	Germany	99.4%	N/A	0%	Sole limited partnership interest registered in the commercial register	EUR 10,000
Neenah Germany GmbH (general partner)	Neenah Services GmbH & Co. KG	Germany	0.6%	N/A	0%	Sole general partnership interest registered in the commercial register	EUR 58
Neenah Services GmbH & Co. KG	Neenah Gessner GmbH	Germany	100%	N/A	0%	Uncertificated shares no. 1 and 2 as per shareholder list	EUR 25,000 EUR 100
Neenah Services GmbH & Co. KG	Neenah Lahnstein GmbH	Germany	100%	N/A	0%	Uncertificated shares no. 1 and 2 as per shareholder list	EUR 25,000 EUR 100
Neenah Lahnstein GmbH (limited partner)	Neenah Lahnstein Grundstücksverwaltungsgesellschaft mbH & Co. KG	Germany	94.4%	N/A	0%	Sole limited partnership interest registered in the commercial register	EUR 9,490
Neenah Germany GmbH (general partner)	Neenah Lahnstein Grundstücksverwaltungsgesellschaft mbH & Co. KG	Germany	5.6%	N/A	0%	Sole general partnership interest registered in the commercial register	EUR 510
Neenah Gessner GmbH	Leiss GmbH & Co. KG	Germany	100%	N/A	0%	Sole general partnership interest registered in the commercial register	Capital interests with no. 1 to 5 in an amount of EUR 12,782.30 each (=EUR 63,911.50 overall)

Entity	Issuer	Type of Organization and Jurisdiction of Organization of Issuer	# of Shares Owned	Total Shares Outstanding	% of Interest Pledged	Certificate No. (if uncertificated, please indicate so)	Par Value
Neenah Gessner GmbH	Neenah Gessner Unterstützungskasse GmbH	Germany	100%	N/A	0%	Uncertificated share no. 1 as per shareholder list	DEM 50,000 (~ EUR 25,564.59)
Neenah Gessner GmbH (limited partner)	Neenah Gessner Grunstüchsverwaltungs mbH & Co. KG	Germany	94.4%	N/A	0%	Sole limited partnership interest registered in the commercial register	EUR 9,490
Neenah Germany GmbH (general partner)	Neenah Gessner Grunstüchsverwaltungs mbH & Co. KG	Germany	5.6%	N/A	0%	Sole general partnership interest registered in the commercial register	EUR 510
Neenah Gessner GmbH	AIM Filtertech Private Limited	India	34%	N/A	0%	Ordinary equity share certificates no. 26 to 40	Neenah Gessner GmbH
Neenah Paper, Inc.	Neenah Paper International Holding Company, LLC	Limited liability company - Delaware	100%	N/A	65% for Domestic Secured Obligations and 100% for German Secured Obligations	N/A	N/A
Neenah Paper International Holding Company, LLC	Neenah Paper International, LLC	Limited liability company - Delaware	100%	N/A	100% for German Secured Obligations	N/A	N/A
Neenah Paper, Inc.	Neenah Filtration, LLC	Limited liability company - Delaware	100%	N/A	100%	N/A	N/A
Neenah Filtration, LLC	Neenah Technical Materials, Inc.	Corporation — Massachusetts	1000	1000	100%	1	No par value

SCHEDULE 4.01
TO THE
THIRD AMENDED AND RESTATED CREDIT AGREEMENT

Listing of Effective Date Mortgaged Properties

Munising Mill
501 E. Munising Avenue
Munising, MI 49862-7490

Neenah Mill
133/135 North Commercial Street
Neenah, WI 54956

Neenah Distribution Center/ Neenah Customer Service Center
1300-1376 Kimberly Drive
Neenah, WI 54956

Whiting Mill
3243 Whiting Avenue
Stevens Point, WI 54481

Appleton Mill
430 East South Island Street
Appleton, WI 54912-2215

Ashuelot Park II
448 Hubbard Avenue
Pittsfield, MA 01201

Government Mill
1080 Dalton Avenue
Pittsfield, MA 01201

Brukmuhl Mill, Office and Warehouse
Otto-von-Steinbeis-Str. 14 b, 83052
Bruckmühl
Germany

Lahnstein Mill
Auf Brühl 15 - 27, 56112
Lahnstein
Germany

Weidach Mill	Neenah Geesner Grundstücksverwaltungsgesellschaft mbH & Co. KG (Owner and Lessor)	Weidach 3, 83620 Feldkirchen-Westerham, Germany

	Neenah Gessner GmbH (Lessee)	
Weidach Office	Neenah Geesner Grundstücksverwaltungsgesellschaft mbH & Co. KG (Owner and Lessor) Neenah Gessner GmbH (Lessee)	Weidacher Str. 30, 83620 Feldkirchen-Westerham, Germany
Weidach R&D Center	Neenah Geesner Grundstücksverwaltungsgesellschaft mbH & Co. KG (Owner and Lessor) Neenah Gessner GmbH (Lessee)	Leißstr. 2, 83620 Feldkirchen-Westerham, Germany
Weidach Fine Fiber Center	Neenah Gessner GmbH	Otto-von-Steinbeis-Str. 7, 83620 Feldkirchen-Westerham, Germany

SCHEDULE 4.01(a)
TO THE
THIRD AMENDED AND RESTATED CREDIT AGREEMENT

Listing of Effective Date Material Leasehold Properties

1. Lease between Germania Property Investors XXXIV, L.P. and Neenah Paper, Inc. dated June 29, 2004, as amended by that First Amendment to Lease, dated October 10, 2006, that Second Amendment to Lease, dated April 10, 2007, that Third Amendment to Lease dated July 11, 2011, and that Fourth Amendment to Lease dated September 13, 2011 - 6th Floor Office Space, 3460 Preston Ridge Road, Alpharetta, Georgia.

2. Lease Agreement between Crane & Co, Inc. and Ashuelot Park, LLC, dated June 21, 2013, as assigned to Neenah Technical Materials, Inc. by Assignment of Lease between Neenah Technical Materials, Inc. and Crane & Co, Inc., dated May 2, 2014 - approximately 51,101 square feet on the first floor of the building located at 401 South Street, Dalton, Massachusetts.

SCHEDULE 6.01
TO THE
THIRD AMENDED AND RESTATED CREDIT AGREEMENT

Existing Indebtedness

1. Indebtedness under the Senior Note Documents in the initial principal amount of $175,000,000.

2. Standby Letters of Credit in effect as of the date of this agreement and in accordance with the terms of the Credit Facility:

a. Sentry Insurance A Mutual Company - $75,000 USD

b. Zurich American Insurance Company - $650,000 USD.

3. Loan Agreement between Neenah Paper International Holding Company, LLC and Neenah Paper International Finance Company BV ($500,000,000 intercompany line of credit note, with $114,943,971.63 principal amount outstanding as of the November 30, 2014).

4. Indebtedness under the IKB Loan.

5. Loan Agreement between Neenah Paper International, LLC and Neenah Paper, Inc. (intercompany note with $13,368,508.76 outstanding as of November 30, 2014).

6. Surety provided by Unicredit/HVB regarding the indemnification of a foreign customer of Neenah Gessner GmbH to whom products were given even though the bill of lading was lost. The amount is US$ 250,000; the surety remains in place at the election of the customer until 2016 or 2018.

SCHEDULE 6.02
TO THE
THIRD AMENDED AND RESTATED CREDIT AGREEMENT

Existing Liens

Debtor Name	Secured Party	Filing Jurisdiction	File Number	File Date	Collateral Description
Neenah Paper, Inc.					
Neenah Paper, Inc.	Brother International Corporation	Delaware Secretary of State UCC Liens	20110620024	2/18/2011	Brother agrees to place the following goods on consignment with the Consignee: (1) BGT5410B0000002 Garment Printer; (1) PSFT541ND (Stand); and including proceeds thereof.
Neenah Paper, Inc.	Nortrax, Inc.	Delaware Secretary of State UCC Liens	20111981094	5/25/2011	Leased Equipment John Deere 544J 14124; Serial #604707
Neenah Paper, Inc.	Everbank Commercial Finance, Inc.	Delaware Secretary of State UCC Liens	20132491802	6/28/2013	Leased EquipmentAll items of personal property leased pursuant to that certain Lease Agreement dated May 22, 2013, as more specifically described below, together with all related software (embedded therein or otherwise), all additions, attachments, accessories and accessions thereto, whether or not furnished by the supplier thereof; and any and all substitutions, replacements or exchanges for any such item of equipment and any and all insurance and/or other

proceeds thereof.Equipment: Nine (9) Sharp MX3640; Seven (7) Sharp MX5110; Five (5) Sharp SX4110, One (1) Sharp MX6240; One (1) Kyocera FS-3140; One (1) Kyocera FS-C2126.

Debtor Name	Secured Party	Filing Jurisdiction	File Number	File Date	Collateral Description
Neenah Paper, Inc.	CSI Leasing, Inc.	Delaware Secretary of State UCC Liens	20144028478	10/7/2014	Equipment, software, and personal property (together with all repairs, accessions, accessories and replacements) leased to Lessee pursuant to Equipment Schedule 1 to Master Lease 300309. Equipment: One (1) Cresto Digi Media 300 System #274606AK; One (1) Chief Fusion Wallmount #274606AL; One (1) Midatl 1 Bay Credenza #274606AM; One (1) Cresto Digi Media TX201 #8384559; One (1) Cresto 8G Receive Room Control #8788418; One (1) Sharp 70” Aquos LCD TV #A205822224; One (1) Cisco CTS-CTRL-DVC #FCZ1627F03X; One (1) Cisco Catalyst 2960G-8TC Switch #FOT1601Z015; One (1) Cisco WS-C2960S 48FPS-L #FOC1632W4E9; One (1) Cisco WS-C2960S 24PS-L #FOC1634W1DL; One (1) Cisco WS-C2960S 24PS-L #FOC1638X19Q; One (1) Cisco WS-C3750X 24P-S #FDO1637X0ND; One (1) Cisco Aironet 1260 Wireless Access Point #FTX1711E28K.

Debtor Name	Secured Party	Filing Jurisdiction	File Number	File Date	Collateral Description
Neenah Paper, Inc.	CSI Leasing, Inc.	Delaware Secretary of State UCC Liens	20144028460	10/7/2014	Equipment, software, and personal property (together with all repairs, accessions, accessories and replacements) leased to Lessee pursuant to Equipment Schedule 4 to Master Lease 300309. Equipment: Four (4) Cisco Aironet 2602E Wireless Access Point with serial #'s FTX1743J0CP, FTX1743J0CQ, FTX1743J0CU, FTX1743J0DB, One (1) Cisco Aironet 3602I Wireless Access Point #FTX1731GHCU.
Neenah Paper, Inc.	CSI Leasing, Inc.	Delaware Secretary of State UCC Liens	20144028494	10/7/2014	Equipment, software, and personal property (together with all repairs, accessions, accessories and replacements) leased to Lessee pursuant to Equipment Schedule 3 to Master Lease 300309. Equipment: Three (3) Dell Opti 390 DC I3/3.3GHZ with serial #s 4W196V1, 4WF86V1, 4X196V1; One (1) Apple IPad2 Wi-Fi 16GB #DMPHNB15DFHW; Two (2) Dell Latitude E5430 CI5 DC 2.7GHZ with serial #s BSDLXY1 and 9ZDLXY1.

Debtor Name	Secured Party	Filing Jurisdiction	File Number	File Date	Collateral Description
Neenah Paper, Inc.	CSI Leasing, Inc.	Delaware Secretary of State UCC Liens	20144028502	10/7/2014	Equipment, software, and personal property (together with all repairs, accessions, accessories and replacements) leased to Lessee pursuant to Equipment Schedule 2 to Master Lease 300309. Equipment: Two (2) Dell Lat E5420 DC I5/2.5GHZ with serial #s 1WG55S1 d 2XCH4S1; Twenty-Nine (29) Dell Opti 390 DC I3/3.1GHZ with serial #s HZ61WR1,HZ6NVR1, HZ6PVR1, HZ6QVR1, HZ6TVR1, HZ6WVR1, HZ6YVR1, HZ70WR1, HZ7NVR1, HZ7PVR1, HZ7QVR1, HZ7SVR1, HZ7TVR1,HZ7WVR1, HZ81WR1, HZ8PVR1, HZ8QVR1. HZ8TVR1, HZ8XVR1, HZ90WR1, HZ91WR1, HZ9PVR1, HZ9QVR1, HZ9SVR1, HZ9VVR1, HZB0WR1, HZBPVR1,HZBRVR1, HZBSVR1; Three (3) Dell Lat E6230 DCI5/2.6GHZ with serial #s 1DN5HV1, 6PP5HV1, and BDN5HV1; Three (3) Dell Lat E5430 DC I5/2.5G LT with serial #s 874C7W1, 893C7W1 and JGBC7W1; Six (6) Dell Latitude E5430 CI5 DC 2.5GHZ with serial #s 5FMSWW1, 94MSWW1, C5NSWW1, C9MSWW1, D2MSWW1, 68WDXW1.

Re German Borrowers:

Reference is made to the entries in the land register extracts of German Borrower D and German Borrower E.

SCHEDULE 6.06
TO THE
THIRD AMENDED AND RESTATED CREDIT AGREEMENT

Permitted Affiliate Transactions

1. License and Technical Assistance Agreement between Neenah Paper, Inc. and Neenah Paper Michigan, Inc.

2. Loan Agreement between Neenah Paper, Inc. and Neenah Paper Michigan, Inc.

3. Consignment Manufacturing Agreement between Neenah Paper FR, LLC and Neenah Paper, Inc.

4. Loan Agreement between Neenah Paper International Holding Company, LLC and Neenah Paper International Finance Company BV

5. Loan Agreement between Neenah Paper International Finance Company BV and Neenah Paper International, LLC

6. Management and Services Agreement between Neenah Paper International, LLC, Neenah Paper, Inc., Neenah Paper FVC, LLC., Neenah Paper FR, LLC and Neenah Paper Michigan, Inc.

7. Loan Agreement between Neenah Paper International, LLC and Neenah Paper, Inc.

COMMITMENT SCHEDULE

SCHEDULE 6.13
TO THE
THIRD AMENDED AND RESTATED CREDIT AGREEMENT

Sale of Receivables

Neenah Gessner GmbH and its customer Mann+Hummel GmbH (and certain of such customer's affiliates) (collectively, " Mann+Hummel ") have entered into an arrangement (the " Factoring Arrangement ") pursuant to which Neenah Gessner GmbH is entitled to and from time to time may sell the receivables of Mann+Hummel; provided, that, for purposes of clarity, the German Borrowers hereby acknowledge that none of the Receivables of Mann+Hummel will be Eligible Receivables while the Factoring Arrangement is in full force and effect.

Exhibit 12

NEENAH PAPER, INC. AND SUBSIDIARIES
STATEMENT REGARDING THE COMPUTATION OF
RATIO OF EARNINGS TO FIXED CHARGES
(Dollars in millions, except ratio of earnings to fixed charges)

	Year Ended December 31,				
	2014	2013	2012	2011	2010
Income from continuing operations before taxes	$ 76.4	$ 72.8	$ 57.0	$ 41.3	$ 34.8
Plus fixed charges	13.0	12.7	14.9	16.7	21.7
Numerator	$ 89.4	$ 85.5	$ 71.9	$ 58.0	$ 56.5
Interest expense (including amortization of debt issuance costs)	$ 11.4	$ 11.2	$ 13.5	$ 15.6	$ 20.5
Interest portion of rent expense (a)	1.6	1.5	1.4	1.1	1.2
Fixed charges	$ 13.0	$ 12.7	$ 14.9	$ 16.7	$ 21.7
Ratio of earnings to fixed charges	6.9x	6.7x	4.8x	3.5x	2.6x

(a) Represents one-third of rent expense which is deemed to be the financing portion of the lease agreements.

EXHIBIT 21

SUBSIDIARIES OF NEENAH PAPER, INC.

The following is a list of subsidiaries of Neenah Paper, Inc., along with each entity's place of incorporation or organization. Unless otherwise noted, the listed subsidiaries are wholly owned by Neenah Paper, Inc.

NPCC Holding Company, LLC, Delaware

Neenah Paper Company of Canada, Nova Scotia

Neenah Paper International Finance Company BV, Netherlands

Neenah Paper International Holding Company, LLC, Delaware

Neenah Paper Michigan, Inc., Delaware

Neenah and Menasha Water Power Company, Wisconsin (80%)

Neenah Paper International, LLC, Delaware

Neenah Gessner GmbH, Germany

Neenah Germany GmbH, Germany

Neenah Services GmbH&Co. KG, Germany

Neenah Lahnstein GmbH, Germany

Leiss — GmbH Co. KG, Germany

Neenah Lahnstein Grundstücksverwaltungsgesellschaft mbH & Co. KG, Germany

Neenah Gessner Unterstützungskasse GmbH, Germany

Neenah Gessner Grundstücksverwaltungsgesellschaft mbH & Co. KG, Germany

Neenah Paper FVC, LLC, Delaware

Neenah Paper FR, LLC, Delaware

Neenah Filtration, LLC, Delaware

Neenah Technical Materials, Inc., Massachusetts

EXHIBIT 23

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-120866, 333-120867, No. 333-139539, No. 333-139543 and No. 333-188951 on Form S-8 of our reports dated February 27, 2015, relating to the financial statements and financial statement schedule of Neenah Paper, Inc. and subsidiaries, (the "Company") and the effectiveness of the Company's internal control over financial reporting, appearing in this Annual Report on Form 10-K of Neenah Paper, Inc. for the year ended December 31, 2014.

/s/ Deloitte & Touche LLP

Atlanta, Georgia
February 27, 2015

EXHIBIT 24

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned constitutes and appoints Bonnie C. Lind and Steven S. Heinrichs, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign the Annual Report on Form 10-K of Neenah Paper, Inc. for the fiscal year ended December 31, 2014, and any and all amendments thereto, and other documents in connection therewith and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission and the New York Stock Exchange, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

This 27th day of February 2015.

/s/ SEAN T. ERWIN
Sean T. Erwin
Chairman of the Board and Director

/s/ EDWARD GRZEDZINSKI
Edward Grzedzinski
Director

/s/ MARY ANN LEEPER
Mary Ann Leeper
Director

/s/ TIMOTHY S. LUCAS
Timothy S. Lucas
Director

/s/ JOHN F. MCGOVERN
John F. McGovern
Director

/s/ PHILIP C. MOORE
Philip C. Moore
Director

/s/ STEPHEN M. WOOD
Stephen M. Wood

Exhibit 31.1

CERTIFICATIONS

I, John P. O'Donnell, certify that:

1. I have reviewed this Annual Report on Form 10-K of Neenah Paper, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 27, 2015

/s/ JOHN P. O'DONNELL
John P. O'Donnell
President and Chief Executive Officer
(Principal Executive Officer)
Date: February 27, 2015

Exhibit 31.2

CERTIFICATIONS

I, Bonnie C. Lind, certify that:

6. I have reviewed this Annual Report on Form 10-K of Neenah Paper, Inc.;

7. 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;

8. 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;

9. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   e) 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;

   f) 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 the financial statements for external purposes in accordance with generally accepted accounting principles;

   g) 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

   h) 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

10. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   c) 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

   d) 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: February 27, 2015

/s/ BONNIE C. LIND

Bonnie C. Lind
Senior Vice President, Chief Financial Officer and
Treasurer (Principal Financial Officer)
Date: February 27, 2015

Exhibit 32

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 Annual Report of Neenah Paper, Inc. (the "Company") on Form 10-K for the period ended December 31, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John P. O'Donnell, President and Chief Executive Officer of the Company, and I, Bonnie C. Lind, Senior Vice President, Chief Financial Officer and Treasurer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of the undersigned's knowledge:

(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/ JOHN P. O'DONNELL
John P. O'Donnell
President and Chief Executive Officer
(Principal Executive Officer)
Date: February 27, 2015

/s/ BONNIE C. LIND
Bonnie C. Lind
Senior Vice President, Chief Financial Officer and Treasurer
(Principal Financial Officer)
Date: February 27, 2015