BEACON ROOFING SUPPLY INC

FORM 8-K
(Current report filing)

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

FORM 8-K

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

Date of Report (Date of earliest event reported): September 20, 2017

Beacon Roofing Supply, Inc.
(Exact name of registrant as specified in its charter)

Delaware	000-50924	36-4173371
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

505 Huntmar Park Drive, Suite 300
Herndon, VA 20170
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (571) 323-3939

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

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

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

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 8.01. Other Events.

On September 20, 2017, Beacon Roofing Supply, Inc. (the "Company") entered into an underwriting agreement (the "Underwriting Agreement") with Citigroup Global Markets Inc. and Wells Fargo Securities, LLC, as representatives of the several underwriters named therein (collectively, the "Underwriters"), in connection with the public offering and sale by the Company (the "Offering") of 6,325,000 shares (the "Shares") of the Company's common stock at a price to the public of $47.50 per share (the "Offering Price"). Pursuant to the Underwriting Agreement, the Company has granted the Underwriters a 30-day option to purchase up to an additional 948,750 shares of the Company's common stock at the Offering Price.

The Company received notice of exercise of the Underwriter's option to purchase the full 948,750 additional shares of the Company's common stock on September 21, 2017 and the sale of the 948,750 additional shares of the Company's common stock closed simultaneously with the Offering on September 25, 2017. Net proceeds received by the Company from its sale of 7,273,750 shares of the Company's common stock were approximately $329.8 million, after deducting underwriting discounts and commissions and estimated offering expenses payable by the Company.

The Underwriting Agreement contains representations and warranties and covenants that are customary for transactions of this type. In addition, the Company has agreed to indemnify the Underwriters against certain liabilities on customary terms. The foregoing description of the Underwriting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Underwriting Agreement, a copy of which is filed herewith as Exhibit 1.1 and is incorporated herein by reference. In connection with the issuance of the Shares, Sidley Austin LLP provided the Company with the legal opinion attached to this Current Report on Form 8-K as Exhibit 5.1, and which is incorporated by reference herein.

The Underwriters and their affiliates have provided in the past to the Company and its affiliates and may provide from time to time in the future certain commercial banking, financial advisory, investment banking and other services for the Company and such affiliates in the ordinary course of their business, for which they have received and may continue to receive customary fees and commissions. In addition, from time to time, the Underwriters and their affiliates may effect transactions for their own account or the account of customers, and hold on behalf of themselves or their customers, long or short positions in the Company's equity securities, debt securities or loans, and may do so in the future.

The offer and sale of the Shares was made pursuant to the Company's effective shelf registration statement on Form S-3 (File No. 333- 220506) (the "Registration Statement") filed with the U.S. Securities and Exchange Commission (the "SEC") on September 18, 2017, including the prospectus contained therein dated September 18, 2017 and a related prospectus supplement dated September 20, 2017 on file with the SEC.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

1.1	Underwriting Agreement, dated September 20, 2017, between Beacon Roofing Supply, Inc. and Citigroup Global Markets Inc. and Wells Fargo Securities, LLC, as representatives of the several underwriters named therein.
5.1	Opinion of Sidley Austin LLP.
23.1	Consent of Sidley Austin LLP (included in Exhibit 5.1).

SIGNATURES

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

BEACON ROOFING SUPPLY, INC.

Dated: September 25, 2017

By: /s/ Joseph M. Nowicki
Name: Joseph M. Nowicki
Title: Executive Vice President and Chief Financial Officer

Exhibit 1.1

EXECUTION VERSION

Beacon Roofing Supply, Inc.

6,325,000 Shares of Common Stock

Underwriting Agreement

September 20, 2017

Citigroup Global Markets Inc.
Wells Fargo Securities, LLC
As Representatives of the several Underwriters,

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, NY 10013

Ladies and Gentlemen:

Beacon Roofing Supply, Inc., a Delaware corporation (the " Company "), proposes, subject to the terms and conditions stated herein, to sell to the several underwriters named in Schedule I hereto (the " Underwriters "), for whom you (the " Representatives ") are acting as Representatives, an aggregate of 6,325,000 shares (the " Underwritten Shares ") of Common Stock, $0.01 par value per share (the " Stock "), of the Company. The Company also proposes to grant to the Underwriters an option to purchase up to 948,750 additional shares of Common Stock (the " Option Shares " and, together with the Underwritten Shares, being hereinafter called the " Shares ").

The Company has entered into a Stock Purchase Agreement, dated as of August 24, 2017, as amended and supplemented from time to time (including all exhibits, schedules and attachments thereto, the " Acquisition Agreement "), among the Company, Oldcastle, Inc., a Delaware corporation (" Allied Parent "), and Oldcastle Distribution, Inc., a Delaware corporation (" Allied Seller "), pursuant to which the Company will acquire 100% of the outstanding capital stock of Allied Building Products Corp., a New Jersey corporation (" Allied "), and Kapalama Kilgos Acquisition Corp., a Delaware corporation (" Kilauea " and, together with Allied and its and their respective subsidiaries, being hereinafter called the " Acquired Company "), after the offering of the Shares hereunder.

1. The Company represents and warrants to, and agrees with, each Underwriter that:

(a) The Company meets the requirements for use of Form S-3 under the Securities Act of 1933, as amended (the " Act "), and an "automatic shelf registration statement," as defined in Rule 405 under the Act, on Form S-3 (File No. 333-220506) in respect of the Stock, including the Shares, has been filed with the U.S. Securities and Exchange

Commission (the " Commission "); such registration statement, and any post-effective amendment thereto, became effective on filing pursuant to Rule 462(e) under the Act; and no stop order suspending the effectiveness of such registration statement or any part thereof has been issued and no proceeding for that purpose has been initiated or, to the knowledge of the Company, threatened by the Commission, and no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act has been received by the Company (the base prospectus filed as part of such registration statement, in the form in which it has most recently been filed with the Commission on or prior to the date of this Agreement, is hereinafter called the "Basic Prospectus"; the Basic Prospectus, together with the preliminary prospectus supplement, dated September 18, 2017, to the Basic Prospectus relating to the Shares filed with the Commission pursuant to Rule 424(b) under the Act is hereinafter called the "Preliminary Prospectus"; the various parts of such registration statement, including all exhibits thereto, any post-effective amendment to such registration statement filed with the Commission on or prior to the date of this Agreement, and including any prospectus supplement relating to the Shares that is filed with the Commission and deemed by virtue of Rule 430B under the Act to be part of such registration statement, each as amended at the time such part of the registration statement became effective, are hereinafter collectively called the "Registration Statement"; the Basic Prospectus, as amended and supplemented immediately prior to the Applicable Time (as defined in Section 1(c) hereof), is hereinafter called the "Pricing Prospectus"; the Basic Prospectus, together with the final prospectus supplement, dated the date hereof, relating to the Shares filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 4(a) hereof is hereinafter called the "Prospectus"; any reference herein to the Basic Prospectus, the Pricing Prospectus, the Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Act, as of the date of such prospectus; any reference to any amendment or supplement to the Basic Prospectus, the Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any post-effective amendment to the Registration Statement, any prospectus supplement relating to the Shares filed with the Commission pursuant to Rule 424(b) under the Act and any documents filed under the Securities Exchange Act of 1934, as amended (the " Exchange Act "), and incorporated therein, in each case after the date of the Basic Prospectus, the Preliminary Prospectus, or the Prospectus, as the case may be; any reference to any amendment to the Registration Statement shall be deemed to refer to and include any annual report of the Company filed pursuant to Section 13(a) or 15(d) of the Exchange Act after the effective date of the Registration Statement that is incorporated by reference in the Registration Statement; and any "issuer free writing prospectus" as defined in Rule 433 under the Act relating to the Shares is hereinafter called an " Issuer Free Writing Prospectus ");

(b) No order preventing or suspending the use of the Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission, and the Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of

the circumstances under which they were made, not misleading; provided , however , that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives expressly for use therein (it being understood and agreed that the only such information furnished by or on behalf of any Underwriter is the Underwriter Information (as defined below));

(c) For the purposes of this underwriting agreement (the " Agreement "), the " Applicable Time " is 4:45 p.m. (New York City time) on the date of this Agreement; the Pricing Prospectus, as supplemented by the Issuer Free Writing Prospectuses, if any, and the other information listed on Schedule II(b) hereto, taken together (collectively, the " Pricing Disclosure Package "), as of the Applicable Time, did not, and as of the Time of Delivery and any settlement date (each as defined below), as applicable, will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus listed on Schedule II(a) or Schedule II(b) hereto does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus and each such Issuer Free Writing Prospectus, as supplemented by and taken together with the Pricing Disclosure Package, as of the Applicable Time, did not, and as of the Time of Delivery and any settlement date, as applicable, will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided , however , that this representation and warranty shall not apply to statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives expressly for use therein (it being understood and agreed that the only such information furnished by or on behalf of any Underwriter is the Underwriter Information);

(d) The documents incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus at the time they were filed with the Commission (collectively, the " Incorporated Documents ") complied in all material respects with the requirements of the Exchange Act. Each such Incorporated Document, when taken together with the Pricing Disclosure Package, did not as of the Applicable Time, and will not as of the Time of Delivery and any settlement date, as applicable, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Prospectus or any further amendment or supplement thereto, when such documents are filed with the Commission, will conform in all material respects to the requirements of the Exchange Act and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided , however , that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives expressly for use therein (it being understood and agreed that the only such information furnished by or on behalf of any Underwriter is the Underwriter Information);

(e) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will conform, in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, (i) in the case of the Registration Statement, as of the effective date of the most recent post-effective amendment to the Registration Statement filed with the Commission on or prior to the date hereof, and (ii) in the case of the Prospectus or any other amendment or supplement to the Registration Statement or the Prospectus, as of its applicable filing date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of the Prospectus, in light of the circumstances under which they were made); provided , however , that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives expressly for use therein (it being understood and agreed that the only such information furnished by or on behalf of any Underwriter is the Underwriter Information);

(f) Since the date of the most recent financial statements of the Company and the Acquired Company and their respective consolidated subsidiaries included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, as the case may be, (i) there has not been (a) any material change in the capital stock (other than the issuance of shares of Stock upon exercise of stock options described as outstanding in, and the vesting of restricted stock or restricted stock units and the grant of options and awards under existing equity incentive plans described in, the Registration Statement, the Pricing Disclosure Package and the Prospectus) or any increase in long-term debt of the Company or any of its subsidiaries, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of capital stock (in each case, other than prospective changes in the capital stock or debt of the Company and its subsidiaries attributable to or in connection with the consummation of the transactions contemplated by Acquisition Agreement), or (b) any material adverse change in the business, properties, financial position or results of operations of the Company and its subsidiaries taken as a whole (a " Material Adverse Effect "), or any development which would reasonably be expected to result in a Material Adverse Effect; (ii) neither the Company nor the Acquired Company nor any of their respective subsidiaries has entered into any transaction or agreement (other than the Acquisition Agreement and the transactions contemplated thereby) that is material to the Company or the Acquired Company and their respective subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is outside the ordinary course of business and material to the Company or the Acquired Company and their respective subsidiaries taken as a whole; and (iii) neither the Company nor the Acquired Company nor any of their respective subsidiaries has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority, except in each case as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus;

(g) The Company and each of its subsidiaries have good and marketable title in fee simple to, or have valid leasehold interest in or have valid rights to lease or otherwise use, all items of real and personal property and assets that are material to the business of the Company and its subsidiaries, in each case, free and clear of all liens, encumbrances, claims and title defects (collectively, " Liens ") except such as (a) are described in the Registration Statement, Pricing Disclosure Package and the Prospectus (including, for the avoidance of doubt, the Liens arising out of or related to the Company's existing credit facilities), (b) do not, individually or in the aggregate, materially affect the value of such property or interfere with the use made and proposed to be made of such property by the Company or any of its subsidiaries or (c) would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(h) The Company and its subsidiaries have been duly organized and are validly existing and in good standing under the laws of their respective jurisdictions of organization, are duly qualified to do business and are in good standing in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification, and have all power and authority necessary to own or hold their respective properties and to conduct the businesses in which they are engaged, and the Company has the power and authority necessary to enter into and perform its obligations under this Agreement and the Acquisition Agreement, except where the failure to be so qualified or have such power or authority would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect;

(i) The only subsidiaries of the Company are the subsidiaries listed on Schedule III hereto and Schedule III accurately sets forth whether each such subsidiary is a corporation, limited or general partnership or limited liability company and the jurisdiction of organization of each such subsidiary and, in the case of any subsidiary which is a partnership or limited liability company, its general partners and managing members, respectively. Any subsidiaries of the Company which are "significant subsidiaries" as defined by Rule 1-02 of Regulation S-X (each, a " Designated Subsidiary ") are listed on Schedule III hereto under the caption "Designated Subsidiaries";

(j) The Company has an authorized capitalization as set forth in the Pricing Prospectus and all of the issued shares of capital stock of the Company, including the Shares to be sold pursuant to this Agreement, have been duly and validly authorized and issued and are fully paid and non-assessable and conform in all material respects to the description of the Stock contained in the Pricing Disclosure Package and the Prospectus; none of the outstanding shares of capital stock of the Company (including the Shares) were issued in violation of preemptive or other similar rights of any stockholder of the Company; and all of the issued shares of capital stock of each Designated Subsidiary that is a corporation have been duly and validly authorized and issued, are fully paid and non-assessable and, to the extent that a Designated Subsidiary is a partnership or a limited

liability company, all of the issued equity interests of each such subsidiary of the Company have been duly and validly authorized and issued, and in each case, except as otherwise set forth in the Pricing Disclosure Package, are owned directly or indirectly by the Company, free and clear of all Liens other than the Liens granted under or otherwise permitted by the agreements and instruments governing the existing indebtedness of the Company and its subsidiaries as described in the Pricing Disclosure Package, as the same may be amended, supplemented, waived or otherwise modified from time to time, or refunded, refinanced, restructured, replaced, renewed, repaid, increased or extended from time to time (whether in whole or in part);

(k) There are no persons with registration rights or other similar rights to have any securities registered for sale pursuant to the Registration Statement or otherwise registered for sale or sold by the Company under the Act pursuant to this Agreement, other than those rights that have been waived or rights which have been disclosed in the Registration Statement, the Pricing Prospectus and the Prospectus;

(l) The statements in the Preliminary Prospectus and the Prospectus under the heading "U.S. Federal Tax Considerations for Non-U.S. Holders," insofar as such statements summarize legal matters, accurately describe such legal matters in all material respects;

(m) Neither the Company nor any of its subsidiaries is (i) in violation of any provision of its certificate of incorporation, certificate of formation, limited liability company agreement, by-laws, limited partnership agreement or similar organizational document (each an " Organizational Document "); (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, bond, note, debenture, evidence of indebtedness, swap agreement, lease or other instrument or agreement to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject (each such agreement, a " Company Document "); or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The sale of the Shares, the execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated herein will not (x) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any Lien upon any property or assets of the Company or any of its subsidiaries pursuant to, any Company Document, (y) result in any violation of the provisions of the Organizational Documents of the Company or any of its subsidiaries or (z) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except in the case of clauses (x) and (z) above, for any such conflict, breach, Lien or violation that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(n) The statements set forth in the Pricing Prospectus and the Prospectus under the caption "Description of Capital Stock", insofar as they purport to constitute a summary of the terms of the Stock, are accurate in all material respects;

(o) Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus: (i) there are no legal, governmental or regulatory investigations, actions, suits or proceedings pending to which the Company or any of its subsidiaries is a party or to which any property of the Company or any of its subsidiaries is the subject that, if determined adversely to the Company or any of its subsidiaries, would reasonably be expected to have a Material Adverse Effect or materially and adversely affect the ability of the Company to perform its obligations under this Agreement and the Acquisition Agreement; and (ii) no such investigations, actions, suits or proceedings are, to the knowledge of the Company, currently threatened by any governmental or regulatory authority or by others; and there are no current or pending legal, governmental or regulatory actions, suits or proceedings required to be described in the Registration Statement pursuant to the Act and the rules and regulations of the Commission thereunder that have not been described in the Registration Statement, the Pricing Disclosure Package and the Prospectus;

(p) The Company is not, and after giving effect to the offering and sale of the Shares, will not be, an "investment company", as such term is defined in the Investment Company Act of 1940, as amended (the " Investment Company Act ");

(q) (A) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), and (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) under the Act) made any offer relating to the Shares in reliance on the exemption of Rule 163 under the Act, the Company was a "well-known seasoned issuer" as defined in Rule 405 under the Act; (B) at the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Shares, the Company was not an "ineligible issuer" as defined in Rule 405 under the Act; and (C) the Company agrees to pay the fees required by the Commission relating to the Shares within the time required by Rule 456(b)(1) without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r);

(r) The financial statements of the Company and the Acquired Company included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, together with the related schedules (if any) and notes thereto, present fairly, in all material respects, the financial position of the Company and the Acquired Company, respectively, and their respective consolidated subsidiaries at the dates indicated and the results of operations, changes in stockholders' equity and cash flows of the Company and the Acquired Company, respectively, and their respective consolidated subsidiaries for the periods specified. All of such financial statements of the Company have been prepared in conformity with generally accepted accounting

principles in the United States (" GAAP "), applied on a consistent basis throughout the periods involved, and comply in all material respects with all applicable accounting requirements under the Act and the regulations of the Commission thereunder, or the Exchange Act and the regulations of the Commission thereunder, as applicable. All of such financial statements of the Acquired Company have been prepared in conformity with GAAP, applied on a consistent basis throughout the periods involved, and comply in all material respects with all applicable requirements under Rule 3-05 of Regulation S-X of the Commission. The historical financial information relating to the Company and the Acquired Company and their respective consolidated subsidiaries included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus presents fairly, in all material respects, the information shown therein and has been prepared on a basis consistent with that of the audited financial statements of the Company and the Acquired Company and their respective consolidated subsidiaries included in the Registration Statement, the Pricing Disclosure Package and the Prospectus. The pro forma financial statements and the related notes thereto included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, present fairly, in all material respects, the information shown therein and have been prepared in all material respects in accordance with the Commission's rules and guidelines with respect to pro forma financial statements, and the assumptions used in the preparation thereof are reasonable and the pro forma adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein;

(s) Ernst & Young LLP (" E&Y "), who have audited certain financial statements of each of the Company and the Acquired Company and their respective subsidiaries included or incorporated by reference in the Registration Statement, Pricing Disclosure Package and the Prospectus, are, and have been in all such periods for which such financial statements are so included or incorporated by reference, an independent registered public accounting firm with respect to the Company and the Acquired Company and their respective subsidiaries, within the applicable rules and regulations adopted by (i) the Commission and the Public Company Accounting Oversight Board (United States) (the " PCAOB ") with respect to the Company and with respect to the 2016 fiscal year of the Acquired Company, and (ii) the American Institute of Certified Public Accountants, with respect to the 2014 and 2015 fiscal years of the Acquired Company, and, in each case, as required by the Act and the rules and regulations of the Commission thereunder;

(t) The Company is subject to, and is in compliance in all material respects with, the reporting requirements of Section 13 and Section 15(d), as applicable, of the Exchange Act;

(u) The Company and its subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded

accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; the interactive data in eXtensible Business Reporting Language filed as exhibits to the periodic reports incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus fairly present in all material respects the information required to be stated therein in accordance with the rules of the Commission and guidelines applicable thereto; the Company has established, maintained and periodically evaluates the effectiveness of its "internal control over financial reporting" and "disclosure controls and procedures" (each as defined in Rules 13a-15 and 15d-15 under the Exchange Act); the Company's internal control over financial reporting and disclosure controls and procedures are effective and comply with the requirements of the Exchange Act;

(v) There are no material weaknesses or significant deficiencies (each as defined in Rule 1-02 of Regulation S-X of the Commission) in the Company's internal control over financial reporting; and the Company's independent public accountants and the audit committee of the Company's board of directors have been advised of all fraud, if any, whether or not material, involving management or other employees who have a role in the Company's internal controls, in each case that occurred or existed, or was first detected, at any time during the three most recent fiscal years covered by the Company's audited financial statements included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus or at any time subsequent thereto;

(w) This Agreement has been duly authorized, executed and delivered by the Company;

(x) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, the Acquired Company or any of its subsidiaries, or any of their respective directors, officers, agents, employees or controlled affiliates, has taken any action, directly or indirectly, that has resulted or would reasonably be expected to result in a violation by any such person of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the " FCPA "), and all similar anti-bribery and anti-corruption laws and regulations of foreign jurisdictions to the extent applicable to the Company and the Acquired Company and their respective subsidiaries (together with the FCPA, " Anti-Corruption Laws "), including any offer, payment, promise to pay or authorization of the payment of any money or other property, gift, promise to give or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of any Anti-Corruption Laws; and the Company and its subsidiaries and, to the knowledge of the Company, the Acquired Company and its subsidiaries and their respective controlled affiliates have conducted their businesses in compliance in all material respects with all applicable Anti-Corruption Laws and have instituted and maintain policies and procedures designed to promote, and which are reasonably expected to promote, continued compliance therewith;

(y) The operations of the Company and its subsidiaries and, to the knowledge of the Company, of the Acquired Company and its subsidiaries, are and have been conducted in compliance in all material respects with applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder (including the USA PATRIOT Act of 2001 (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the " USA PATRIOT Act ")) and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency to the extent applicable to the Company and the Acquired Company and their respective subsidiaries (collectively, the " Anti-Money Laundering Laws "); and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

(z) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, the Acquired Company or any of its subsidiaries or any of their respective directors, officers, agents, employees or controlled affiliates is currently subject to or the target of any sanctions administered or enforced by the U.S. government (including, but not limited to, the Office of Foreign Assets Control of the U.S. Department of the Treasury (" OFAC ")) or any other relevant sanctions authorities (collectively, " Sanctions "), nor is the Company or any of its subsidiaries nor, to the knowledge of the Company, the Acquired Company or any of its subsidiaries, located, organized or resident in a country or territory that is the subject of Sanctions (including Cuba, the Crimea region of the Ukraine, Iran, North Korea, Sudan and Syria) (each a " Sanctioned Country "). The Company and its subsidiaries will not directly or indirectly use any of the net proceeds from the sale of Shares by the Company in the offering contemplated by this Agreement, or lend, contribute or otherwise make available any such proceeds to any subsidiary, joint venture partner or other person or entity (A) to fund any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or (B) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as Underwriter, advisor, dealer, investor or otherwise) of Sanctions. Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, the Acquired Company or any of its subsidiaries, has engaged in any dealings or transactions with or for the direct benefit of a person that is currently the subject of any Sanctions, or with or in a Sanctioned Country, in the preceding three years, nor does the Company or any of its subsidiaries nor, to the knowledge of the Company, does the Acquired Company or any of its subsidiaries, have any plans to increase its dealings or transactions with or for the benefit of such persons or with or in such Sanctioned Countries;

(aa) The Company and its subsidiaries own or possess adequate rights to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses and know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) necessary for the conduct of their respective businesses, except where the failure to own or possess such rights would not reasonably be expected to have a Material Adverse Effect; and, to the knowledge of the Company, the conduct of their respective businesses does not conflict in any material respect with any such rights of others, and the Company and its subsidiaries have not received any notice of any claim of infringement or conflict with any such rights of others that, if determined adversely to the Company or any of its subsidiaries, would reasonably be expected to have a Material Adverse Effect;

(bb) The Company and its subsidiaries have timely filed all material tax returns required to be filed through the date hereof (subject to any permitted extensions) and (i) the Company and its subsidiaries have paid all federal and state income taxes (other than with respect to immaterial amounts being contested in good faith) and all other material federal, state, local and foreign taxes (including estimated taxes, assessments, fines and penalties), in each case, required to be paid through the date hereof, and (ii) there is no material tax deficiency that has been, or would reasonably be expected to be, asserted against the Company or any of its subsidiaries or any of their respective properties or assets;

(cc) The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, except where the failure to so possess or have made would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, neither the Company nor any of its subsidiaries has received notice of any revocation or modification of any such license, certificate, permit or authorization that, if determined adversely to the Company or any of its subsidiaries, would reasonably be expected to result in a Material Adverse Effect;

(dd) The Company and its subsidiaries (i) are in compliance with any and all applicable federal, state, local and foreign laws (including the common law), statutes, codes, ordinances, rules, regulations, decisions, binding policies and orders relating to the protection of human health and safety, the environment, pollution or hazardous or toxic substances or wastes, pollutants or contaminants (collectively, " Environmental Laws "); (ii) have received and are in compliance with all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses; (iii) have not received notice of any actual or potential liability or obligation for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants; and (iv) are not the subject of any pending, and have not received notice of any threatened, administrative, regulatory or judicial claims, actions, suits, demands, notices of noncompliance or violation, proceedings or governmental investigations relating to any Environmental Law, except in any such case for any such failure to comply, or failure to receive required permits, licenses or approvals, or liability, obligation, claim, action, suit, demand, notice, proceeding or investigation as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(ee) No material labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is imminent;

(ff) The Company and its subsidiaries have insurance which is in amounts and insures against such losses and risks as are reasonable and customary for the business in which they are engaged; and neither the Company nor any of its subsidiaries has (i) received notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business;

(gg) None of the following events has occurred or exists: (i) a failure to fulfill the obligations, if any, under the minimum funding standards of Section 302 of the Employee Retirement Income Security Act of 1974, as amended (" ERISA ") with respect to a Plan (as defined below) determined without regard to any waiver of such obligations or extension of any amortization period; (ii) an audit or investigation by the Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other federal, state or foreign governmental or regulatory agency with respect to the employment or compensation of employees by the Company or any of its subsidiaries; or (iii) any breach of any contractual obligation, or any violation of law or applicable qualification standards, with respect to the employment or compensation of employees by the Company or any of its subsidiaries; (iv) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended (the " Internal Revenue Code "), has occurred with respect to any Plan (excluding transactions effected pursuant to a statutory or administrative exemption), that, as to each of clauses (ii), (iii) and (iv), would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. None of the following events has occurred or is reasonably likely to occur that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect: (i) an increase in the aggregate amount of contributions required to be made to all Plans in the current fiscal year of the Company and its subsidiaries compared to the amount of such contributions made in the Company's most recently completed fiscal year; (ii) an increase in the "accumulated post-retirement benefit obligations" (within the meaning of Accounting Standards Codification Topic 715) of the Company and its subsidiaries compared to the amount of such obligations in the Company's most recently completed fiscal year; (iii) any event or condition giving rise to a liability under Title IV of ERISA; or (iv) the filing of a claim by one or more employees or former employees of the Company or any of its subsidiaries related to its or their employment. For purposes of this paragraph and the definition of ERISA, the term " Plan " means a plan (within the meaning of Section 3(3) of ERISA) with respect to which the Company or any of its subsidiaries may have any liability;

(hh) The Company has not taken and will not take, directly or indirectly, any action which is designed to or which has constituted or which would reasonably be expected to cause or result in stabilization (excluding, for the avoidance of doubt, any contemplated lawful stabilizing activities of any Underwriter in connection with the sale of the Shares) or manipulation of the price of any equity security, or any securities convertible into, or exchangeable for, or that represent a right to receive an equity security or any equity-linked securities of the Company to facilitate the sale or resale of the Shares;

(ii) No relationship, direct or indirect, exists between or among the Company or any of its subsidiaries, on the one hand, and (i) the directors, officers or stockholders of the Company or any of its subsidiaries, on the other, that is required to be described pursuant to Item 404 of Regulation S-K of the Commission in the Registration Statement pursuant to the Act and the rules and regulations of the Commission thereunder or (ii) the customers or suppliers of the Company or any of its subsidiaries, on the other, that would be required to be described pursuant to Item 101 of Regulation S-K of the Commission in the Registration Statement pursuant to the Act and the rules and regulations of the Commission thereunder, in each case that has not been so described in the Registration Statement, the Pricing Disclosure Package and the Prospectus. There are no contracts or other documents which are required to be filed as exhibits to the Registration Statement which have not been so filed;

(jj) No consent, approval, authorization, order, registration or qualification of or with any court or arbitrator or governmental or regulatory authority is required for the execution, delivery and performance by the Company of this Agreement, the sale of the Shares as herein contemplated and the consummation of the transactions contemplated by this Agreement, except (x) for such consents, approvals, authorizations, orders and registrations or qualifications as may be required under applicable state securities laws in connection with the offering and resale of the Shares by the Underwriters and (y) the registration under the Act of the sale of the Shares;

(kk) There is and has been no failure on the part of the Company or any of the Company's directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act with which any of them is required to comply, including Section 402 related to loans;

(ll) Any statistical, demographic, market-related and similar data included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package or the Prospectus are based on or derived from sources that the Company believes to be reliable, and nothing has come to the attention of the Company that has caused it to believe that such data is not accurate in all material respects;

(mm) There is not a broker, finder or other party that is entitled to receive from the Company or any of its subsidiaries any brokerage or finder's fee or other fee or commission as a result of the offering and sale of the Shares contemplated by this Agreement, except for underwriting discounts and commissions payable to the Underwriters by the Company pursuant to this Agreement;

(nn) (A) The Acquisition Agreement has been duly authorized, executed and delivered by, and is a valid and binding agreement of, the Company, enforceable in accordance with its terms, and, to the knowledge of the Company, the Acquisition Agreement has been duly authorized, executed and delivered by, and is a valid and binding agreement of each of Allied Parent and Allied Seller, enforceable in accordance

with its terms, in each case except as enforcement thereof may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally or by general principles of equity; and (B) to the knowledge of the Company, the representations and warranties of Allied Parent and Allied Seller in the Acquisition Agreement were, as of the date of the Acquisition Agreement, and are, as of the date hereof, true and correct, except in any such case where such failure to be true and correct would not give rise to the failure of a closing condition set forth in the Acquisition Agreement to be satisfied; and

(oo) The statements set forth in the Pricing Prospectus and the Prospectus under the caption "The Allied Transactions," insofar as they purport to constitute a summary of the material terms of the Acquisition Agreement and the transactions contemplated thereby, are accurate in all material respects.

2. (a) Subject to the terms and conditions herein set forth, the Company agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company at a purchase price per share of $45.48125, the number of Underwritten Shares as set forth opposite the name of such Underwriter in Schedule I hereto.

(b) Subject to the terms and conditions herein set forth, the Company hereby grants an option to the several Underwriters to purchase, severally and not jointly, up to the number of Option Shares set forth in Schedule I hereto at the same purchase price per share as the Underwriters shall pay for the Underwritten Shares, less an amount per share equal to any dividends or distributions declared by the Company and payable on the Underwritten Shares but not payable on the Option Shares. Said option may be exercised in whole or in part at any time on or before the 30th day after the date of the Prospectus upon written notice by the Representatives to the Company setting forth the number of Option Shares as to which the several Underwriters are exercising the option and the date on which the Option Shares are to be purchased (a " settlement date "), if such date is not the Time of Delivery. The number of Option Shares to be purchased by each Underwriter shall be the same percentage of the total number of Option Shares to be purchased by the several Underwriters as such Underwriter is purchasing of the Underwritten Shares, subject to such adjustments as you in your absolute discretion shall make to eliminate any fractional shares.

3. (a) The Underwritten Shares to be purchased by the several Underwriters hereunder, in book-entry form, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Company shall be delivered by or on behalf of the Company to the Representatives, through the facilities of The Depository Trust Company (" DTC "), for the respective accounts of the several Underwriters, against payment by or on behalf of the several Underwriter through the Representatives of the purchase price therefor by wire transfer of Federal (same-day) funds to the accounts specified by the Company to the Representatives at least forty-eight hours in advance. The time and date of such delivery and payment shall be, with respect to the Underwritten Shares, 10:00 a.m., New York time, on September 25, 2017 or such other time and date as the Representatives and the Company may agree upon in writing (such time and date for delivery of the Shares are herein called the " Time of Delivery ").

(b) The documents to be delivered at the Time of Delivery by or on behalf of the parties hereto pursuant to Section 7 hereof, including the cross-receipt for the Underwritten Shares and any additional documents requested by the Representatives pursuant to Section 7(k) hereof will be delivered at the offices of Cravath, Swaine & Moore LLP, 825 Eighth Avenue, New York, New York 10019 (the " Closing Location "), and the Underwritten Shares will be delivered through the book-entry facilities of DTC at the Time of Delivery. A meeting will be held at the Closing Location or telephonically at approximately 2:00 p.m., New York City time, on the New York Business Day next preceding the Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 3, " New York Business Day " shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close.

(c) If the option provided for in Section 2(b) hereof is exercised after the second business day immediately preceding the Time of Delivery, the Option Shares to be purchased by the several Underwriters hereunder, in book-entry form, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Company shall be delivered by or on behalf of the Company to the Representatives, through the facilities of DTC, for the respective accounts of the several Underwriters, against payment by or on behalf of the several Underwriter through the Representatives of the purchase price therefor by wire transfer of Federal (same-day) funds to the accounts specified by the Company to the Representatives at least forty-eight hours in advance, on the settlement date specified by the Representatives (which shall be within three business days after exercise of said option). If settlement for the Option Shares occurs after the Time of Delivery, the Company will deliver to the Representatives on the settlement date for the Option Shares, and the obligation of the Underwriters to purchase the Option Shares shall be conditioned upon receipt by the Representatives of, supplemental opinions, certificates and letters confirming as of such date the opinions, certificates and letters delivered at the Time of Delivery pursuant to Section 7 hereof.

(d) It is understood and agreed that the several Underwriters propose to offer the Shares for sale to the public as set forth in the Prospectus.

4. The Company agrees with each Underwriter:

(a) To prepare the Prospectus in a form reasonably approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement; to make no further amendment or any supplement to the Registration Statement, the Basic Prospectus or the Prospectus prior to the Time of Delivery without your consent (which shall not be unreasonably withheld or delayed); for so long as the

delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares, to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed with the Commission in connection with the offering and sale of the Shares and to furnish you with copies thereof; to file promptly all other material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act in connection with the offering and sale of the Shares; to file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of the Preliminary Prospectus or other prospectus in respect of the Shares, of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act, of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of the Preliminary Prospectus or other prospectus in respect of the Shares or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order; and in the event of any such issuance of a notice of objection, promptly to take such steps including, without limitation, amending the Registration Statement or filing a new registration statement, at its own expense, as may be necessary to permit offers and sales of the Shares by the Underwriters (references herein to the Registration Statement shall include any such amendment or new registration statement);

(b) If required by Rule 430B(h) under the Act, to prepare a form of prospectus in a form reasonably approved by you and to file such form of prospectus pursuant to Rule 424(b) under the Act not later than may be required by Rule 424(b) under the Act; and to make no further amendment or supplement to such form of prospectus which shall be disapproved by you promptly after reasonable notice thereof;

(c) Promptly from time to time to take such action as you may reasonably request to qualify the Shares for offering and sale under the securities laws of such jurisdictions as you may reasonably request, and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Shares; provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction;

(d) Prior to 10:00 a.m., New York City time, on the second New York Business Day following the date of this Agreement and from time to time, to furnish each Underwriter with physical and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Act or the Exchange Act, to notify you and upon your request to file such document and to prepare and furnish without charge to any Underwriter and to any dealer in securities as many physical and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Shares at any time nine months or more after the time of issue of the Prospectus, upon your request and at your expense, to prepare and deliver to you as many physical and electronic copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(e) To make generally available to its security holders as soon as practicable, but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(f) During the period beginning from the date hereof and continuing to and including the date sixty (60) days after the date of the Prospectus (the " Lock-Up Period "), not to (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with the Commission a registration statement under the Act relating to, any securities of the Company that are substantially similar to the Shares, including but not limited to any options or warrants to purchase shares of Stock or any securities that are convertible into or exchangeable for, or that represent the right to receive, Stock or any such substantially similar securities or publicly disclose the intention to make any offer, sale, pledge, disposition or filing, or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Stock or such other securities, in cash or otherwise (other than (A) the Shares to be sold hereunder, (B) any shares of Stock issued by the Company upon the exercise of an

option, warrant, the settlement of any deferred stock unit or vesting or settlement of any restricted stock unit or performance share or the conversion of a security outstanding on the date hereof or upon the conversion of Series A Preferred Stock issued in accordance with its terms and referred to in the Registration Statement, Pricing Disclosure Package or the Prospectus, (C) any shares of Stock issued or options to purchase Common Stock or restricted stock units, restricted shares, performance shares or deferred stock units granted pursuant to employee benefit or compensation plans of the Company referred to in the Registration Statement, Pricing Disclosure Package or the Prospectus, (D) any shares of Stock, restricted stock units, restricted shares, performance shares or deferred stock units issued pursuant to any non-employee director stock plan or dividend reinvestment plan referred to in the Registration Statement, Pricing Disclosure Package or the Prospectus, (E) the filing of any registration statement on Form S-8, or (F) the entry into an agreement providing for the issuance of Stock or any securities convertible into or exercisable for Stock, and the issuance of any such securities pursuant to such an agreement, in connection with (i) the acquisition by the Company or any of its subsidiaries of the securities, business, property or other assets of another person or entity, including pursuant to an employee benefit plan assumed by the Company in connection with such acquisition, or (ii) joint ventures, commercial relationships or other strategic transactions, and the issuance of any such securities pursuant to any such agreement, provided that the aggregate number of shares issued or issuable pursuant to this clause (F) does not exceed five percent (5%) of the outstanding shares of Stock and prior to any such issuance each recipient of any such securities shall have executed and delivered to the Representatives an agreement substantially in the form of Annex II hereto), without having received a prior written waiver from the Representatives;

(g) To use its reasonable best efforts to maintain the listing of the Shares on the NASDAQ Global Select Market (the " Exchange "); and

(h) To use the net proceeds from the sale of the Shares as described in the Registration Statement, the Pricing Prospectus and the Prospectus under the caption "Use of Proceeds".

5. (a) The Company represents and agrees that, without the prior consent of the Representatives and each Underwriter (which shall not be unreasonably withheld or delayed), it has not made and will not make any offer relating to the Shares that would constitute a " free writing prospectus " as defined in Rule 405 under the Act; and each Underwriter represents and agrees that, without the prior consent of the Company (which shall not be unreasonably withheld or delayed), it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus; any such free writing prospectus the use of which has been consented to by the Company, the Representatives and each Underwriter prior to the date hereof is listed on Schedule II(a) and Schedule II(b) hereto;

(b) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and

(c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus any event occurred or occurs as a result of which such Issuer Free Writing Prospectus would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give notice thereof as soon as reasonably practicable to the Representatives and, if requested by the Representatives or any Underwriter, will prepare and furnish without charge to the Representatives or such Underwriter an Issuer Free Writing Prospectus or other document which will correct such conflict, statement or omission; provided , however , that this representation and warranty shall not apply to any statements or omissions in an Issuer Free Writing Prospectus made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives expressly for use therein (it being understood and agreed that the only such information furnished by or on behalf of any Underwriter is the Underwriter Information).

6. The Company covenants and agrees with each Underwriter that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Shares under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, the Basic Prospectus, the Preliminary Prospectus, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any agreement among underwriters, this Agreement, the Blue Sky Memorandum, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Shares; (iii) fees and expenses in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 4(c) hereof, including the fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky survey; (iv) the filing fees incident to any required review by FINRA of the terms of the sale of the Shares and the reasonable fees and disbursements of counsel for the Underwriters in connection therewith; (v) the listing of the Shares on the Exchange; (vi) the cost of preparing stock certificates, if applicable; (vii) the cost and charges of any transfer agent or registrar; and (viii) all other costs and expenses incurred by the Company in performance of or compliance with its obligations under this Agreement. The Company covenants that it will pay or cause to be paid all taxes incident to the sale and delivery of the Shares to be sold by the Company to the Underwriters hereunder; provided that each Underwriter agrees to pay New York State stock transfer tax, and the Company agrees to reimburse each Underwriter for associated carrying costs if such tax payment is not rebated on the day of payment and for any portion of such tax payment not rebated. It is understood, however, that except as provided in this Section, and Sections 8 and 12 hereof, each Underwriter will pay all of its own costs and expenses, including the fees of its counsel, stock transfer taxes on resale of any of the Shares by it, and any advertising expenses connected with any offers it may make.

7. The obligations of the Underwriters hereunder, as to the Underwritten Shares to be delivered at the Time of Delivery or the Option Shares to be delivered at any settlement date, as applicable, shall be subject to the condition that all representations and warranties of the Company herein and the statements of the Company and its officers made in any certificates delivered pursuant to this Agreement are, at and as of the Applicable Time, the Time of Delivery and any settlement date, as applicable, true and correct, the condition that the Company shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 4(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filing by Rule 433; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission and no notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act shall have been received; no stop order suspending or preventing the use of the Prospectus or any Issuer Free Writing Prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;

(b) Cravath, Swaine & Moore LLP, counsel for the Underwriters, shall have furnished to you its written opinion and negative assurance letter, each dated the Time of Delivery or any settlement date, as applicable, in form and substance reasonably satisfactory to you;

(c) Sidley Austin LLP, counsel for the Company, shall have furnished to you its written opinion and negative assurance letter, substantially in the form set forth in Annex I hereto, dated the Time of Delivery or any settlement date, as applicable;

(d) On (i) the date of the Prospectus at a time prior to the execution of this Agreement, (ii) at 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement, (iii) at the Time of Delivery and also (iv) any settlement date, E&Y, independent public accountants of the Company and the Acquired Company, shall have furnished to you a letter or letters with respect to each of the Company and the Acquired Company, dated the respective dates of delivery thereof, in form and substance reasonably satisfactory to you and in accordance with professional auditing standards;

(e) Since the respective dates as of which information is given in the Pricing Prospectus, there shall not have been any material adverse change, or any development that would reasonably be expected to result in any material adverse change, in the business, properties, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken together as a whole, otherwise than as set forth or contemplated in the Pricing Disclosure Package, the effect of which is in the judgment of the Representatives so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at the Time of Delivery or any settlement date, as applicable, on the terms and in the manner contemplated in the Prospectus;

(f) On or after the Applicable Time (i) no downgrading shall have occurred in the rating accorded any debt securities of the Company or any of its subsidiaries by any "nationally recognized statistical rating organization", registered under Section 15E of the Exchange Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating), its rating of any debt securities of the Company or any of its subsidiaries;

(g) The Shares to be sold at the Time of Delivery or any settlement date, as applicable, shall have been duly listed, subject to official notice of issuance, on the Exchange;

(h) The Company shall have obtained and delivered to the Representatives executed copies of an agreement from each executive officer and stockholder of the Company listed on Schedule IV hereto, substantially to the effect set forth in Annex II hereto;

(i) The Company shall have complied with the provisions of Section 4(d) hereof with respect to the furnishing of prospectuses on the second New York Business Day following the date of this Agreement;

(j) At the Time of Delivery or any settlement date, as applicable, there shall not have occurred since the date hereof, nor shall there exist, any Material Adverse Effect or any development that would reasonably be expected to result in a Material Adverse Effect with respect to the Company and its subsidiaries taken as a whole, and, at the Time of Delivery or such settlement date, as applicable, the Representatives shall have received a certificate, signed on behalf of the Company by the President or the Chief Executive Officer of the Company and the Chief Financial Officer or Chief Accounting Officer of the Company, dated as of the Time of Delivery or such settlement date, as applicable, to the effect that (i) there has been no such Material Adverse Effect with respect to the Company and its subsidiaries taken as a whole, (ii) the representations and warranties of the Company herein are true and correct at and as of the Time of Delivery or such settlement date, as applicable with the same force and effect as though expressly made at and as of the Time of Delivery or such settlement date, as applicable, and (iii) the Company has complied with all of its respective obligations hereunder to be performed at or prior to the Time of Delivery or such settlement date, as applicable;

(k) The Company shall have furnished or caused to be furnished to the Representatives at or prior to the Time of Delivery or any settlement date, as applicable, a certificate of the Company, duly executed and acknowledged by the Chief Financial Officer of the Company, reasonably satisfactory to the Representatives, certifying that the Company is not a "United States real property holding corporation" within the meaning of the Internal Revenue Code and the Treasury Regulations promulgated thereunder; and

(l) No action shall have been taken by, and no statute, rule, regulation or order shall have been enacted, adopted or issued by, any federal, state or foreign governmental or regulatory authority that would, at the Time of Delivery or any settlement date, as applicable, prevent the sale of the Shares by the Company; and no injunction or order of any federal, state or foreign court shall have been issued that would, at the Time of Delivery or any settlement date, as applicable, prevent the sale of the Shares by the Company.

8. (a) The Company will indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act and their respective officers, directors, employees and selling agents (including any affiliate of any Underwriter involved on behalf of such Underwriter in the distribution process for the Stock) (each such person, an " Underwriter Indemnified Party ") against any losses, claims, damages or liabilities, joint or several, to which such Underwriter or Underwriter Indemnified Party may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) (i) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Basic Prospectus, the Preliminary Prospectus, the Pricing Prospectus, the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act (in the case of either an Issuer Free Writing Prospectus or such "issuer information", taken together with the Pricing Prospectus) or any "road show" (as defined in Rule 433(h) under the Act) not constituting an Issuer Free Writing Prospectus, or (ii) arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of the Preliminary Prospectus, the Pricing Prospectus, the Prospectus, or any amendment or supplement thereto, and any Issuer Free Writing Prospectus, in the light of the circumstances under which they were made), and will reimburse each Underwriter or Underwriter Indemnified Party for any legal or other expenses reasonably incurred by it in connection with investigating or defending any such action or claim as such expenses are incurred; provided , however , that the Company shall not be liable to any Underwriter or Underwriter Indemnified Party in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, the Basic Prospectus, the Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives expressly for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter is the Underwriter Information.

(b) Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Company and each person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act and their respective officers and directors (each such person, a " Company Indemnified Party " and, together with the Underwriter Indemnified Parties, the " Indemnified Parties ") against any losses,

claims, damages or liabilities to which the Company or such Company Indemnified Party may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) (i) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Basic Prospectus, the Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus (taken together with the Pricing Disclosure Package), or (ii) arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of the Basic Prospectus, the Preliminary Prospectus, the Pricing Prospectus, the Prospectus, or any amendment or supplement thereto, and any Issuer Free Writing Prospectus, in the light of the circumstances under which they were made), in the case of each of clause (i) and (ii), to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, the Basic Prospectus, the Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, in reliance upon and in conformity with written information furnished to the Company by any Underwriter expressly for use therein, it being understood and agreed that the only such information furnished by any Underwriter is the Underwriter Information; and will reimburse the Company or Company Indemnified Party for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred. The Company acknowledges that the following statements (the " Underwriter Information ") constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in the Registration Statement, the Basic Prospectus, the Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus: the marketing names of the Underwriters set forth on the cover page of the Pricing Prospectus; the legal names of the Underwriters; and the statements in the second, third, eighth, twelfth, thirteenth and fourteenth paragraphs, all of which are under the heading "Underwriting" contained in the Pricing Prospectus.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) of this Section 8 of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability hereunder to the extent it is not materially prejudiced (through the forfeiture of substantive rights and defenses) as a result thereof and in any event shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such

subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. To the extent that an indemnifying party does not assume the defense of any such action, it is understood that the indemnifying party or parties shall not, in connection with any one action or proceeding or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for the fees and expenses of more than one separate firm of attorneys at any time for all indemnified parties (except to the extent that local counsel (in addition to any regular counsel) is required to effectively defend against any such action or proceeding); provided that the fees and expenses of such separate firm of attorneys and any local counsel shall be reasonably incurred. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 8 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Shares pursuant to this Agreement. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company, on the one hand, and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Shares pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Shares pursuant to this Agreement (before deducting expenses) received by the Company and the total underwriting discounts and commissions received by the Underwriters, in each case as determined pursuant to this Agreement, bear to the aggregate initial offering price of the Shares as set forth in the table on the cover page of the Prospectus. The relative fault of the Company, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, on the one hand, or the

Underwriters, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the several Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Shares exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(e) The obligations of the Company under this Section 8 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each Underwriter Indemnified Party; and the obligations of each Underwriter under this Section 8 shall be in addition to any liability which any Underwriter may otherwise have and shall extend, upon the same terms and conditions, to each Company Indemnified Party.

9. If any one or more Underwriters shall fail to purchase and pay for any of the Shares agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the amount of Shares set forth opposite their names in Schedule I hereto bears to the aggregate amount of Shares set forth opposite the names of all the remaining Underwriters) the Shares which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided , however , that in the event that the aggregate amount of Shares which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate amount of Shares set forth in Schedule I hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Shares, and if such non-defaulting Underwriters do not purchase all the Shares, this Agreement will terminate without liability to any non-defaulting Underwriter or the Company. In the event of a default by any Underwriter as set forth in this Section 9, the Time of Delivery shall be postponed for such period, not exceeding five business days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any non-defaulting Underwriter for damages occasioned by its default hereunder.

10. This Agreement shall be subject to termination by the Representatives, by notice given to the Company prior to delivery of and payment for the Shares, upon the occurrence of any of the following: (i) a suspension or material limitation in trading in securities generally on, or by, as the case may be, any of the New York Stock Exchange or the Exchange; (ii) a suspension or material limitation in trading in the Company's securities on the Exchange; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war; or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in your judgment makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at the Time of Delivery or any settlement date, as applicable, on the terms and in the manner contemplated in the Prospectus.

11. The respective indemnities, agreements, representations, warranties and other statements of the Company and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any Underwriter Indemnified Party, or the Company or any Company Indemnified Party and shall survive delivery of and payment for the Shares.

12. If the sale of the Shares provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 7 is not satisfied, or if this Agreement is terminated by the Representatives in accordance with the provisions of Section 9 or Section 10(ii) hereof or if any Shares are not delivered by or on behalf of the Company as provided herein because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Company will reimburse each Underwriter (but in the case of any termination in accordance with Section 9, only the non-defaulting Underwriters) for all out-of-pocket expenses, including the reasonable fees and disbursements of counsel, reasonably incurred by such Underwriter in making preparations for the purchase, sale and delivery of the Shares not so delivered, but in such event the Company shall not be under any further liability to such Underwriter except as provided in Section 8 hereof.

13. In accordance with the requirements of the USA Patriot Act, each Underwriter is required to obtain, verify and record information that identifies its clients, including the Company, which information may include the name and address of its clients, as well as other information that will allow such Underwriter to properly identify its clients.

14. All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail or facsimile transmission to the Representatives c/o Citigroup Global Markets Inc. at 388 Greenwich Street, New York, New York 10013, Attention: General Counsel, fax no. (646) 291-1469, with a copy

to Wells Fargo Securities, LLC, 375 Park Avenue, New York, New York 10152, Attention: Equity Syndicate Department, fax no. (212) 214-5918, and to Cravath, Swaine & Moore LLP, 825 Eighth Avenue, New York, New York, Attention: Stephen L. Burns, Esq., fax no. (212) 474-3700; if to the Company shall be delivered or sent by mail or facsimile transmission to the address of the Company set forth on the cover of the Registration Statement, Attention: Joseph Nowicki, Chief Financial Officer, fax no. (703) 437-1919 (with such fax to be confirmed by telephone to (571) 323-3940), with a copy to Sidley Austin LLP, One South Dearborn Street, Chicago, Illinois, Attention: Jeffrey N. Smith, Esq. and Michael P. Heinz, Esq., fax no. (312) 853-7036 (with such fax to be confirmed by telephone to (312) 853-7000); and if to any stockholder that has delivered a lock-up letter described in Section 7(h) hereof shall be delivered or sent by mail to his or her respective address provided in Schedule IV hereto or such other address as such stockholder provides in writing to the Company; provided that notices under subsection 4(e) shall be in writing, and if to the Representatives shall be delivered or sent by mail or facsimile transmission to the address above. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

15. This Agreement shall be binding upon, and inure solely to the benefit of, the several Underwriters and the Company and, to the extent provided in Sections 8 and 10 hereof, the Indemnified Parties, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

16. Time shall be of the essence of this Agreement. As used herein, the term " business day " shall mean any day when the Commission's office in Washington, D.C. is open for business.

17. The Company acknowledges and agrees that (i) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement and (iv) the Company has consulted its own legal and financial advisors to the extent they deemed appropriate. The Company agrees that it will not claim that any Underwriter has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company in connection with such transaction or the process leading thereto.

18. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the several Underwriters with respect to the subject matter hereof.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

20. The Company and each Underwriter hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

21. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

If the foregoing is in accordance with your understanding, please sign and return to us one for the Company and the Representatives plus one for each counsel, and upon the acceptance hereof by you this letter and such acceptance hereof shall constitute a binding agreement among the several Underwriters and the Company.

[Remainder of page intentionally left blank]

Very truly yours,

BEACON ROOFING SUPPLY, INC.

By: /s/ Joseph M. Nowicki
Name: Joseph M. Nowicki
Title: Executive Vice President and
Chief Financial Officer

Accepted as of the date hereof

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Alexander G. Ivanov
Name: Alexander G. Ivanov
Title: Managing Director

By: WELLS FARGO SECURITIES, LLC

By: /s/ David Herman
Name: David Herman
Title: Director

For themselves and the other several Underwriters named in Schedule I.

SCHEDULE I

Underwriter	Total Number of Underwritten Shares to be Purchased	Total Number of Option Shares to be Purchased
Citigroup Global Markets Inc.	2,657,565	398,635
Wells Fargo Securities, LLC	1,993,173	298,975
Merrill Lynch, Pierce, Fenner & Smith Incorporated	279,044	41,855
RBC Capital Markets, LLC	279,044	41,855
SunTrust Robinson Humphrey, Inc.	279,044	41,855
Robert W. Baird & Co. Incorporated	167,426	25,115
C.L. King & Associates, Inc.	167,426	25,115
Raymond James & Associates, Inc.	167,426	25,115
Seaport Global Securities LLC	167,426	25,115
William Blair & Company, L.L.C.	167,426	25,115
Total	6,325,000	948,750

SCHEDULE II

(a) Issuer Free Writing Prospectuses not included in the Pricing Disclosure Package

None.

(b) Issuer Free Writing Prospectuses and other information other than the Pricing Prospectus that comprises the Pricing Disclosure Package:

Purchase price per share is $45.48125.

Public offering price per share is $47.50.

The number of Underwritten Shares is 6,325,000.

The number of Option Shares is 948,750.

The Time of Delivery is September 25, 2017.

SCHEDULE III

Subsidiaries:

1. Beacon Sales Acquisition, Inc. (a Delaware corporation)
2. Beacon Canada, Inc. (a Delaware corporation)
3. Beacon Roofing Supply Canada Company (a Nova Scotia unlimited liability company, wholly-owned by, and a direct subsidiary of, Beacon Canada, Inc.)

Designated Subsidiaries:

1. Beacon Sales Acquisition, Inc. (a Delaware corporation)

SCHEDULE IV

Directors, Officers and Stockholders Subject to Lock-Up

Robert R. Buck
Paul M. Isabella
Joseph M. Nowicki
Ross D. Cooper
Carl T. Berquist
Richard W. Frost
Alan Gershenhorn
Philip W. Knisely
Robert M. McLaughlin
Neil S. Novich
Stuart A. Randle
Douglas L. Young

FORM OF OPINION OF
COUNSEL AND NEGATIVE ASSURANCE LETTER FOR THE COMPANY

Annex I

FORM OF LOCK-UP AGREEMENT

Beacon Roofing Supply, Inc.

Lock-Up Agreement

, 2017

Citigroup Global Markets Inc.
Wells Fargo Securities, LLC
As Representatives of the several Underwriters,

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, NY 10013

Re: **Beacon Roofing Supply, Inc. — Public Offering**

Ladies and Gentlemen:

The undersigned understands that you, as Representatives of the several underwriters (the " Underwriters "), propose to enter into an Underwriting Agreement (the " Underwriting Agreement ") with Beacon Roofing Supply, Inc., a Delaware corporation (the " Company "), providing for a public offering (the " Public Offering ") of shares (the " Shares ") of common stock, $0.01 par value per share (the " Stock "), of the Company, pursuant to a Registration Statement on Form S-3 to be filed with the Securities and Exchange Commission (the " SEC ").

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, subject to the other provisions of this Lock-Up Agreement, during the period specified in the following paragraph (the " Lock-Up Period "), the undersigned will not, without having received a prior written waiver from Citigroup Global Markets Inc. and Wells Fargo Securities, LLC, (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares of Stock of the Company, or any options or warrants to purchase shares of Stock, shares acquired upon the vesting of restricted stock units or settlement of deferred stock units or any securities that are convertible into or exchangeable for, or that represent the right to receive, Stock (collectively the " Undersigned's Shares "), the foregoing restriction being expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably would be

expected to lead to or result in a sale or disposition of the Undersigned's Shares even if such Shares would be disposed of by someone other than the undersigned, or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Undersigned's Shares.

The Lock-Up Period will commence on the date of the preliminary prospectus supplement in connection with the Public Offering of Shares and continue for 60 days after the Public Offering date set forth on the final prospectus pursuant to the Underwriting Agreement.

Notwithstanding the foregoing, the undersigned may transfer the Undersigned's Shares without having received a written waiver from Citigroup Global Markets Inc. and Wells Fargo Securities, LLC, provided that (1) any such transfer shall not involve a disposition for value (other than those described below in (i), (ii), (v), (vii), (ix) and (x)), (2) such transfers (other than those described below in (i), (vii), (ix) and (x)) are not required to be reported with the SEC on Form 4 in accordance with Section 16 of the Securities Exchange Act of 1934, as amended (the " Exchange Act "), and (3) the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers:

(i) as sales to the Underwriters pursuant to the Underwriting Agreement; or

(ii) any transfer pursuant to a bona fide third party tender offer, merger, consolidation or other similar transaction made to all holders of the Stock involving a change of control of the Company; or

(iii) as a bona fide gift or gifts; or

(iv) transfers by will or intestacy or by operation of law pursuant to a qualified domestic order or in connection with a divorce settlement; or

(v) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (for purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage, domestic partnership or adoption, not more remote than first cousin); or

(vi) to the undersigned's partners, members or shareholders, subsidiaries, affiliates or to any investment fund or other entity controlled or managed by, or under common control or management with, the undersigned; or

(vii) dispositions or forfeiture of shares of Stock of the undersigned or the retention of shares of Stock by the Company (A) to satisfy tax withholding obligations in connection with the exercise of options to purchase Stock, the vesting of restricted stock units or performance shares or the settlement of deferred stock units or (B) in payment of the exercise or purchase price with respect to the exercise of options to purchase Stock, the vesting of restricted stock units or performance shares or the settlement of deferred stock units; or

(viii) transfers of shares of Stock by the undersigned in connection with bona fide gifts of such shares of Stock to charitable organizations by certain partners and employees of the undersigned, its affiliates or any investment fund or other entity controlled or managed by, or under common control or management with, the undersigned; or

(ix) transfers, including sales, of shares of Stock by the undersigned pursuant to any trading plan pursuant to Rule 10b5-1 under the Exchange Act that has been entered into by the undersigned prior to the date of this Lock-Up Agreement; or

(x) transfers of shares of Stock or other securities acquired in open market transactions after the completion of the Public Offering;

provided , however , that (I) in the case of clauses (iii)-(vi) and (viii), Citigroup Global Markets Inc. and Wells Fargo Securities, LLC shall have received a signed lock-up agreement for the balance of the Lock-Up Period from each donee, trustee, distributee, or transferee, as the case may be, prior to such transfer and (II) in the case of clause (ix), if the undersigned is required to file a report under Section 16(a) of the Exchange Act reporting a reduction in beneficial ownership of shares of common stock, the undersigned shall include a statement in such report to the effect that such transfer is pursuant to an existing Rule 10b5-1 plan; and provided further that nothing in this Lock-Up Agreement shall prevent the (x) establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Stock, provided that such plan (a) does not provide for the transfer of Stock during the Lock-Up Period and (b) is not required to be reported and is not voluntarily reported in any public report or filing with the SEC during the Lock-Up Period, (y) acquisition of shares of Stock, restricted or otherwise, options or warrants to purchase shares of Stock, restricted stock units and performance shares of the Company or (z) exercise of any option or warrant to purchase shares of Stock or the vesting of any restricted stock unit or performance shares of the Company in accordance with their terms. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Undersigned's Shares except in compliance with the foregoing restrictions.

The undersigned understands that, if the Underwriting Agreement does not become effective, or if the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Shares to be sold thereunder, the undersigned shall automatically be released from all obligations under this Lock-Up Agreement. This Lock-Up Agreement shall lapse and become null and void if the closing of the Public Offering shall not have occurred on or before October 31, 2017.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

Very truly yours,

[Name of Stockholder]

Exhibit 5.1

SIDLEY

SIDLEY AUSTIN LLP
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AMERICA • ASIA PACIFIC • EUROPE

September 25, 2017

Beacon Roofing Supply, Inc.
505 Huntmar Park Drive, Suite 300
Herndon, Virginia 20170

Re: Registration Statement on Form S-3 (File No. 333-220506)

Ladies and Gentlemen:

We refer to the Registration Statement on Form S-3, File No. 333-220506 (the " Registration Statement "), filed by Beacon Roofing Supply, Inc., a Delaware corporation (the " Company "), with the Securities and Exchange Commission (the " Commission ") under the Securities Act of 1933, as amended (the " Securities Act "), which Registration Statement became effective upon filing on September 18, 2017, pursuant to Rule 462(e) under the Securities Act. Pursuant to the Registration Statement, the Company is issuing up to 7,273,750 shares (the " Shares ") of its common stock, $0.01 par value per share, including up to 948,750 Shares that may be issued pursuant to the exercise by the Underwriters (as defined below) of the option to purchase additional Shares granted pursuant to the Underwriting Agreement (as defined below). The Shares are to be sold by the Company pursuant to an underwriting agreement, dated September 20, 2017 (the " Underwriting Agreement "), between the Company and the underwriters named therein (collectively, the " Underwriters ").

This opinion letter is being delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

In connection with this opinion, we have acted as counsel for the Company and have examined and relied upon originals, or copies identified to our satisfaction, of the Registration Statement, including the prospectus contained therein dated September 18, 2017 and a related prospectus supplement dated September 20, 2017 relating to the Shares, the Underwriting Agreement, the Company's certificate of incorporation and by-laws and the resolutions adopted by the board of directors of the Company and the pricing committee thereof established by such board relating to the Registration Statement and the issuance of the Shares by the Company. We have also examined originals, or copies of originals certified to our satisfaction, of such certificates of public officials, officers of the Company and other persons, agreements, documents, certificates and statements of the Company and other corporate documents and instruments, and have examined such questions of law, as we have considered relevant and necessary as a basis for this opinion letter. We have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures, the legal capacity of all persons and the conformity with the original documents of any copies thereof submitted to us for examination. As to facts relevant to the opinions expressed herein, we have relied without

independent investigation or verification upon, and assumed the accuracy and completeness of, certificates, letters and oral and written statements and representations of public officials and officers and other representatives of the Company.

Based on and subject to the foregoing and the other limitations, qualifications and assumptions set forth herein, we are of the opinion that, the issuance and sale of the Shares covered by the Registration Statement pursuant to the Underwriting Agreement have been duly authorized by the Company, and such Shares will be validly issued, fully paid and non-assessable when certificates representing such Shares shall have been duly executed, countersigned and registered and duly delivered to the purchasers thereof against payment of the agreed consideration therefor in an amount not less than the aggregate par value thereof or, if any such Shares are to be issued in uncertificated form, the Company's books shall reflect the issuance of such Shares to the purchasers thereof against payment of the agreed consideration therefor in an amount not less than the aggregate par value thereof, in accordance with the Underwriting Agreement.

This opinion letter is limited to the General Corporation Law of the State of Delaware. We express no opinion as to the laws, rules or regulations of any other jurisdiction, including, without limitation, the federal laws of the United States of America or any state securities or blue sky laws.

We hereby consent to the filing of this opinion letter as an exhibit to the Company's Current Report on Form 8-K filed on the date hereof and the incorporation by reference of this opinion letter as an exhibit to the above-mentioned Registration Statement and to all references to our Firm included in or made a part of the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Sidley Austin LLP