UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K

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

For the fiscal year ended **January 3, 2015**

or

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

For the transition period from _____ to _____

Commission file number 001-6024

WOLVERINE WORLD WIDE, INC.

(Exact name of registrant as specified in its charter)

Delaware	**38-1185150**
State or other jurisdiction of incorporation or organization	(I.R.S. Employer Identification No.)
9341 Courtland Drive N.E., Rockford, Michigan	**49351**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code **(616) 866-5500**

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

Title of each class	**Name of each exchange on which registered**
Common Stock, $1 Par Value	New York Stock Exchange

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

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

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

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☑ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☑

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

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

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

The aggregate market value of the registrant's voting stock held by non-affiliates of the registrant based on the closing price on the New York Stock Exchange on June 13, 2014, the last business day of the registrant's most recently completed second fiscal quarter: $2,584,414,447. Number of shares outstanding of the registrant's Common Stock, $1 par value as of February 27, 2015: 103,075,593.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the definitive proxy statement for the registrant's annual stockholders' meeting to be held April 22, 2015 are incorporated by reference into Part III of this report.

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FORWARD-LOOKING STATEMENTS

This document contains "forward-looking statements," which are statements relating to future, not past, events. In this context, forward-looking statements often address management's current beliefs, assumptions, expectations, estimates and projections about future business and financial performance, national, regional or global political, economic and market conditions, and the Company itself. Such statements often contain words such as "anticipates," "believes," "estimates," "expects," "forecasts," "intends," "is likely," "plans," "predicts," "projects," "should," "will," variations of such words, and similar expressions. Forward-looking statements, by their nature, address matters that are, to varying degrees, uncertain. Uncertainties that could cause the Company's performance to differ materially from what is expressed in forward-looking statements include, but are not limited to, the following:

- changes in national, regional or global economic and market conditions;
- the impact of financial and credit markets on the Company, its suppliers and customers;
- changes in interest rates, tax laws, duties, tariffs, quotas or applicable assessments in countries of import and export;
- the impact of regulation, regulatory and legal proceedings and legal compliance risks;
- currency fluctuations;
- currency restrictions;
- changes in future pension funding requirements and pension expenses;
- the risk of impairment to goodwill and other acquired intangibles;
- the risks of doing business in developing countries, and politically or economically volatile areas;
- the ability to secure and protect owned intellectual property or use licensed intellectual property;
- changes in consumer preferences, spending patterns, buying patterns, price sensitivity or demand for the Company's products;
- risks related to the significant investment in, and performance of, the Company's consumer-direct business;
- the impact of seasonality and unpredictable weather conditions;
- changes in relationships with, including the loss of, significant customers;
- the cancellation of orders for future delivery;
- the failure of the U.S. Department of Defense to exercise future purchase options or award new contracts, or the cancellation or modification of existing contracts by the Department of Defense or other military purchasers;
- the cost, availability and management of raw materials, inventories, services and labor for owned and contract manufacturers;
- problems affecting the Company's distribution system, including service interruptions at shipping and receiving ports;
- the potential breach of the Company's databases, or those of its vendors, which contain certain personal information or payment card data;
- the inability for any reason to effectively compete in global footwear, apparel and consumer-direct markets;
- strategic actions, including new initiatives and ventures, acquisitions and dispositions, and the Company's success in integrating acquired businesses, and implementing new initiatives and ventures; and
- the success of the Company's consumer-direct realignment initiatives.

These uncertainties could cause a material difference between an actual outcome and a forward-looking statement. The uncertainties included here are not exhaustive and are described in more detail in Part I, Item 1A: "Risk Factors" of this Annual Report on Form 10-K. Given these risks and uncertainties, investors should not place undue reliance on forward-looking statements as a prediction of actual results. The Company does not undertake an obligation to update, amend or clarify forward-looking statements, whether as a result of new information, future events or otherwise.

PART I

Item 1. Business

General

Wolverine World Wide, Inc. (the “Company”) is a leading designer, manufacturer and marketer of a broad range of quality casual footwear and apparel, performance outdoor and athletic footwear and apparel, children’s footwear, industrial work boots and apparel, and uniform shoes and boots. The Company, a Delaware corporation, is the successor of a Michigan corporation of the same name, originally organized in 1906, which, in turn, was the successor of a footwear business established in Grand Rapids, Michigan in 1883. The Company’s products are marketed worldwide in approximately 200 countries and territories through Company-owned wholesale and consumer-direct operations and through third-party licensees and distributors.

In October 2012, the Company acquired the Performance + Lifestyle business of Collective Brands, Inc. ("PLG" or the "PLG Acquisition"), which included the acquisition of the *Sperry Top-Sider*®, *Saucony*®, *Stride Rite*® and *Keds*® brands. The PLG acquisition nearly doubled the size of the Company. Today, the Company sources and markets a broad range of footwear styles, including shoes, boots and sandals under many recognizable brand names, including *Bates*®, *Cat*®, *Chaco*®, *Cushe*®, *Harley-Davidson*®, *Hush Puppies*®, *HyTest*®, *Keds*®, *Merrell*®, *Saucony*®, *Sebago*®, *Soft Style*®, *Sperry Top-Sider*®, *Stride Rite*® and *Wolverine*®. The Company also markets *Merrell*® and *Wolverine*® brand apparel and accessories and licenses some of its brands for use on non-footwear products, including *Hush Puppies*® apparel, eyewear, watches, socks, handbags and plush toys; *Wolverine*® eyewear and gloves; *Keds*® apparel; *Saucony*® apparel; *Sperry Top-Sider*® apparel; and *Stride Rite*® apparel. *Cat*® is a registered trademark of Caterpillar, Inc. and *Harley-Davidson*® is a registered trademark of H-D U.S.A., LLC.

The Company’s products generally feature contemporary styling with proprietary technologies designed to provide maximum comfort and performance. The Company believes that its primary competitive advantages are its well-recognized brand names, patented proprietary designs, diverse product offerings and comfort technologies, wide range of distribution channels and diversified manufacturing and sourcing base. The Company combines quality materials and skilled workmanship to produce footwear according to its specifications at both Company-owned and third-party manufacturing facilities. The Company’s brands are sold at various price points targeting a wide range of consumers of casual, work, outdoor and athletic footwear and apparel.

The Company's portfolio of brands is organized into the following three operating segments, which the Company has determined are reportable operating segments:

- **Lifestyle Group**, consisting of *Sperry Top-Sider*® footwear and apparel, *Stride Rite*® footwear and apparel, *Hush Puppies*® footwear and apparel, *Keds*® footwear and apparel, and *Soft Style*® footwear;
- **Performance Group**, consisting of *Merrell*® footwear and apparel, *Saucony*® footwear and apparel, *Chaco*® footwear, and *Cushe*® footwear; and
- **Heritage Group**, consisting of *Wolverine*® footwear and apparel, *Cat*® footwear, *Bates*® uniform footwear, *Sebago*® footwear and apparel, *Harley-Davidson*® footwear, and *HyTest*® safety footwear.

The reportable segments are engaged in designing, manufacturing, sourcing, marketing, licensing and distributing branded footwear, apparel and accessories. Revenue of the operating segments includes revenue from the sale of branded footwear, apparel and accessories to third-party customers; royalty income from the licensing of the Company’s trademarks; revenue from distribution arrangements with third-party distributors; and revenue from the Company’s mono-branded consumer-direct businesses, including revenue from eCommerce websites.

The Company also reports "Other" and "Corporate" categories. The Other category consists of the Company’s multi-brand consumer-direct business, leather marketing operations, and sourcing operations that include third-party commission revenues. The Corporate category consists of unallocated corporate expenses including acquisition-related transaction and integration costs and restructuring costs. The Company’s operating segments are determined on the basis of how the Company internally reports and evaluates financial information used to make operating decisions.

The Company’s Global Operations Group is responsible for manufacturing, sourcing, distribution, logistics and customer support. The Company directly sells its products in the United States ("U.S."), Canada and certain countries in Europe to a wide range of customers, including department stores, national chains, catalog retailers, specialty retailers, mass merchants and internet retailers, and to governments and municipalities.

For financial information regarding the Company, see the consolidated financial statements and the accompanying notes, which are included in Item 8 of this Annual Report on Form 10-K. Financial information regarding the Company’s reportable segments and other operating categories and financial information by geographic area is found in Note 15 to the consolidated financial statements of the Company which are included in Item 8 of this Annual Report on Form 10-K.

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The Company's operating segments and related brands are described in more detail below.

1. **Lifestyle Group**

Sperry Top-Sider®: *Sperry Top-Sider®* is a leading global nautical performance and lifestyle brand offering footwear, apparel and accessories to a broad range of consumers. The brand has been an American favorite since 1935 with the introduction of the industry's first boat shoe. Today, *Sperry Top-Sider®* remains the leader in the boat shoe category, but has also expanded its business into casuals, dress casuals, wet weather, boots and vulcanized product categories. *Sperry Top-Sider®* has evolved into a well-balanced, multi-category (footwear, apparel and accessories) and year-round lifestyle brand for men and women. *Sperry Top-Sider®* also offers sport-specific and athlete-tested performance footwear solutions for sailors, boaters, anglers and multi-water sports enthusiasts. The Advance Water Technologies™ product collection featuring A*SV™ (Anti-Shock and Vibration)*, *Grip X3 Technology®* and *SON-R Technology®* has allowed *Sperry Top-Sider®* to reinforce its position as an innovation leader in these categories. The brand is primarily distributed through leading premium and better lifestyle retailers, as well as through Company-owned specialty retail stores and website.

Stride Rite®: With a history dating back to 1919, *Stride Rite®* is an industry leader in children's footwear. *Stride Rite®* is focused on delivering the best possible footwear across a range of categories for children under nine years of age. All *Stride Rite®* products benefit from nearly a century of in-depth knowledge and understanding of how children walk and grow. Every new material and component is rigorously tested to ensure safety, proper fit and durability for children. *Stride Rite®* sells product under its own namesake brand, as well as children's footwear offerings from *Saucony®*, *Sperry Top-Sider®*, *Keds®*, *Merrell®* and select other footwear brands, through a network of Company-owned mall-based specialty retail stores and a consumer-direct website. *Stride Rite®* also distributes children's footwear through better department stores, independent retailers, sporting goods chains, mall specialty retailers, internet retailers and national family footwear stores.

Hush Puppies®: In 1958, *Hush Puppies®* introduced the world to shoes with casual style and an easygoing attitude made to relax in. The desire to create customers' "favorite pair of shoes" remains the measurement of success for *Hush Puppies®*. Inspired by its beloved basset hound icon, *Hush Puppies®* is easygoing and fun. Built-in comfort and fit features and proprietary technologies have made *Hush Puppies®* a brand well known for comfort. In addition to a wholesale and licensed footwear business, the *Hush Puppies®* brand is licensed to third parties engaged in the manufacturing, marketing and distribution of apparel, handbags, eyewear, socks, watches and plush toys sold around the world.

Keds®: *Keds®* is an authentic casual lifestyle brand with a foundation in canvas footwear. This iconic American brand was founded in 1916 with the introduction of the *Champion®* sneaker. The simple and chic design ignited a style revolution, from fashion icons to the girl next door. Today, *Keds®* is fueled by a passion for imagination, inspiring a new generation of girls to stay authentic, optimistic and brave. The brand targets teen girl consumers through an extensive collection of *Champion®* originals, as well as a wide assortment of fashion sneakers and slip-ons. The brand's product architecture consists of both core offerings and seasonal iterations featuring updated prints, patterns, materials and constructions.

Soft Style®: *Soft Style®* is a women's dress and casual footwear brand, with a combination of all-day comfort, trend-right details, feminine style and great value.

2. **Performance Group**

Merrell®: *Merrell®* footwear is designed to inspire and encourage participation in the outdoors. Known for quality, durability and comfort, *Merrell®* uses a variety of proprietary designs and technologies to create footwear with distinctive styling, performance and comfort features for use on the trail or in town. *Merrell®* footwear products offer a wide range of styles, from technical hiking and trail-inspired footwear to versatile lifestyle products for more casual outdoor adventures for men and women. *Merrell®* footwear products are sold primarily through outdoor specialty retailers, sporting goods chains, department stores, internet retailers and catalog retailers. *Merrell®* apparel extends the *Merrell®* commitment to an active outdoor lifestyle with a versatile line of apparel built for the summit or the street. *Merrell®* apparel features stylized lifestyle silhouettes built with the technical, high performance, weather fighting materials that consumers expect from a premium outdoor brand. *Merrell®* also markets accessories for men and women, including packs, bags and luggage.

Saucony®: *Saucony®* is a leading performance running brand with roots dating back to 1898. *Saucony®* targets both elite and casual runners through award winning design, innovation and performance technology. The brand is focused on meeting the biomechanical needs of runners while maximizing comfort and protection, bringing to market innovations such as: *PowerGrid™* and PWRGRID+™ midsole technologies; *Sauc-Fit®*, *ComfortLite*

Sock Liner™, HydraMAX™ and ISO-Fit™ upper technologies; and *iBR+™* and *XT-900™* outsole material innovations. *Saucony®* offers five categories of footwear products – technical, natural motion, race, trail and lifestyle "Originals". *Saucony®* also offers the Total Run System™, a complete line of performance running apparel. Through the Find Your Strong™ brand platform, *Saucony®* is strengthening connections with consumers and elevating the positioning of the brand. The brand's products are distributed primarily through leading run specialty and sporting goods retailers.

Chaco®: The *Chaco®* footwear line focuses primarily on performance sandals and closed-toe products for the outdoor enthusiast, including the *Chaco®* proprietary LUVSEAT™ footbed for premium comfort. The brand's products are distributed primarily through leading outdoor and footwear specialty retailers.

Cushe®: *Cushe®* is a lifestyle brand focusing on relaxed, design-led footwear with a Cushe® Mellow comfort story for active men and women. The *Cushe®* footwear business targets younger adult consumers with products ranging from sport casual to hanging sandals sold through better-grade retailers.

3. **Heritage Group**

Wolverine®: The *Wolverine®* brand offers high-quality boots and shoes that incorporate innovative technologies to deliver comfort and durability. The *Wolverine®* brand, in existence since 1883, markets footwear in three categories: (i) work and industrial; (ii) outdoor sport; and (iii) rugged casual. The development of *DuraShocks®, MultiShox®*, *Wolverine Fusion®* and *Wolverine Compressor®* technologies, as well as the development of the *Contour Welt®* line, allows the *Wolverine®* brand to offer a broad line of footwear with a focus on comfort. The *Wolverine®* work product line targets industrial workers and focuses on work boots and shoes with protective features such as toe caps, metatarsal guards and electrical hazard protection. The *Wolverine®* rugged casual and outdoor sport product lines incorporate *DuraShocks®*, *Wolverine iCS®* and other technologies and comfort features into products designed for casual and outdoor sport use. The brand's rugged casual line targets consumers that have active lifestyles. The outdoor sport line is designed to meet the needs of hunters, fishermen and other active outdoor sports enthusiasts. The brand also markets a line of work and rugged casual *Wolverine®* brand apparel, and licenses its *Wolverine®* brand for use on eyewear, gloves and socks.

Cat® Footwear: *Cat®* footwear comes from a world of industry and action. The Company is the exclusive global footwear licensee of Caterpillar, Inc., and for over two decades, *Cat®* footwear has been designing and engineering quality footwear that lives up to the hard-working reputation of the Caterpillar® brand. *Cat®* footwear originally created a small collection of rugged work boots designed to provide workers with comfort and durability that met the challenges of the worksite. Today, *Cat®* footwear offers a wide range of footwear, including work boots, casual shoes and women's fashion product - sold through a global distribution network. *Cat®*, *Caterpillar®*, *Build For It®*, "Caterpillar Yellow" and "Power Edge" are registered trademarks of Caterpillar, Inc.

Bates® Uniform Footwear: The *Bates®* brand is a leader in supplying footwear to military and civilian uniform wearers. *Bates®* utilizes *DuraShocks®*, *Bates iCS®*, *Bates Endurance Performance System* and other proprietary comfort technologies in the design of its footwear. *Bates®* supplies military footwear to the U.S. Department of Defense and the military branches of several foreign countries. Civilian uniform users include police officers, security and emergency medical services workers, and others in light industrial occupations. *Bates®* products are distributed through sporting goods chains, department stores, uniform specialty retailers and catalog retailers.

Sebago®: Established in 1946, *Sebago®* shares its New England heritage and tradition with those who inspire to make the journey with them. *Sebago®* creates timeless, handcrafted dress and casual products from quality materials, all with a sense of purpose and style. The original, handsewn Classic penny loafer and *Docksides®* boat shoe remain unchanged since first crafted by *Sebago®* decades ago. While embracing its heritage, *Sebago®* has a true passion for taking the best of the past and evolving with today's consumer in mind. Along with authentic classics, the brand also offers new, modern footwear silhouettes and apparel and accessories.

Harley-Davidson® Footwear: Pursuant to a license arrangement with the Harley-Davidson Motor Company, Inc., the Company has footwear marketing and distribution rights for *Harley-Davidson®* branded footwear. *Harley-Davidson®* branded footwear products include motorcycle, casual, fashion, work and western footwear for men, women and children. *Harley-Davidson®* footwear is sold globally through a network of independent *Harley-Davidson®* dealerships and other retail outlets. *Harley-Davidson®* is a registered trademark of H-D U.S.A., LLC.

HyTest® Safety Footwear: The *HyTest®* product line consists of high-quality work boots and shoes that incorporate various specialty safety features designed to protect against hazards of the workplace, including steel toe, composite toe, metatarsal guards, electrical hazard protection, static dissipating and conductive footwear. *HyTest®* footwear is distributed primarily through a network of independently-owned *Shoemobile®* mobile truck retail outlets providing direct sales of the Company's occupational and work footwear brands to workers at industrial facilities and also through direct sales arrangements with large industrial customers.

Other Businesses

In addition to its reportable segments, the Company also operates a multi-brand consumer-direct business and a performance leather business.

Multi-brand Consumer-Direct - The multi-brand consumer-direct division includes brick and mortar and eCommerce operations that sell and distribute footwear and apparel from the Company's brand portfolio and other brands.

Wolverine Leathers Division - The Wolverine Leathers Division markets pigskin leather for use primarily in the footwear industry. The Company believes pigskin leather offers superior performance and other advantages over cowhide leather. The Company's waterproof and stain resistant leathers are featured in some of the Company's footwear lines and also sold to external footwear brands.

Marketing

The Company's marketing strategy is to develop brand-specific plans and related promotional materials that foster a consistent message for each of the Company's core brands across the globe. Each operating segment has dedicated marketing personnel who develop the marketing strategies for specific brands. Marketing campaigns and strategies vary by brand, but are generally designed to target consumers in order to increase awareness of, and affinity for, the Company's brands. The Company's advertisements typically emphasize fashion, comfort, quality, durability, functionality and other performance and lifestyle attributes of the Company's brands and products. Components of brand-specific marketing plans vary and may include print and radio advertising, search engine optimization, social networking sites, event sponsorships, in-store point-of-purchase displays, promotional materials and sales and technical assistance.

In addition to the Company's internal marketing efforts, each brand provides its third-party licensees and distributors with creative direction, brand images and other materials to convey globally consistent brand messaging, including (i) direction on the categories of footwear and apparel to be promoted; (ii) photography and layouts; (iii) broadcast advertising, including commercials and film footage; (iv) point-of-purchase specifications, blueprints and packaging; (v) sales materials; and (vi) consulting services regarding retail store layout and design. The Company believes its brand names represent a competitive advantage, and the Company, along with its licensees and distributors, make significant marketing investments to promote and enhance the market position of its products and drive brand awareness.

Domestic Sales and Distribution

The Company uses a variety of means to support sales to a variety of domestic distribution channels:

- The Company uses a dedicated sales force and customer service team, third party sales representatives and point-of-purchase materials to support domestic sales.
- The Company maintains core in-stock inventories to service department stores, national chains, specialty retailers, catalog retailers, independent retailers, uniform outlets and its own consumer-direct business.
- The Company uses volume direct programs to ship products directly to the retail customer without going through a Company distribution center and provide products at competitive prices to service major retail, catalog, mass merchant and government customers.
- The Company uses a network of independent *Shoemobile®* distribution outlets to distribute certain of the Company's work and occupational footwear brands at industrial facilities.
- The Company solicits all branches of the U.S. military and submits bids for contracts to supply specific footwear products.

In addition to its wholesale activities, the Company also operates a mono- and multi-brand consumer-direct distribution channel, as described above.

A broad distribution base insulates the Company from dependence on any one customer. No single customer accounted for more than 10% of the Company's consolidated revenue in fiscal 2014.

The Company experiences moderate fluctuations in sales volume during the year, as reflected in quarterly revenue (and taking into consideration the 16 weeks or 17 weeks included in the Company's fiscal fourth quarter versus the 12 weeks included in each of the first three fiscal quarters). The Company expects current seasonal sales patterns to continue in future years. The Company also experiences some fluctuation in its levels of working capital, typically including an increase in net working capital requirements near the end of the first and third fiscal quarters. The Company meets its working capital requirements through internal free cash flow and, as needed, the Revolving Credit Facility, as discussed in more detail under the caption "Liquidity and Capital Resources" in Item 7: "Management's Discussion and Analysis of Financial Condition and Results of Operations".

International Operations and Global Licensing

The Company's foreign-sourced revenue is generated from a combination of (i) sales of branded footwear and apparel through the Company's owned operations in Canada, the United Kingdom and certain countries in continental Europe; (ii) revenue from third-party distributors for certain markets and businesses; (iii) revenue from a network of third-party licensees; and (iv) revenue and income from joint ventures that market the Company's branded products in certain countries in South America. The Company's international owned operations are located in markets where the Company believes it can gain a strategic advantage by directly controlling the sale of its products into retail accounts. License and distribution arrangements enable the Company to generate sales in other markets without the capital commitment required to maintain related foreign operations, employees, inventories or localized marketing programs. The Company has formed joint ventures to market and distribute footwear and apparel in Colombia. The Company believes that joint ventures will provide it with a meaningful ownership stake and near-term brand impact in this fast-growing market than its traditional licensee and distributor arrangements.

The Company continues to develop its international network of third-party licensees and distributors to market its branded products. The Company assists its licensees in designing products that are appropriate to each foreign market, yet consistent with global brand positioning. Pursuant to license or distribution agreements, third-party licensees and distributors either purchase goods directly from the Company and authorized third-party manufacturers or manufacture branded products themselves, consistent with Company standards. Distributors and licensees are responsible for independently marketing and distributing the Company's branded products in their respective territories, with product and marketing support from the Company.

Manufacturing and Sourcing

The Company directly controls the majority of the units of footwear and apparel manufactured or sourced under the Company's brand names. The Company's licensees directly control the balance. A substantial majority of the units sourced or manufactured by the Company are procured from third parties, with the remainder of the manufacturing produced at a Company-owned facility. The Company sources a majority of its footwear from numerous third-party manufacturers in the Asia Pacific region. The Company maintains offices in the Asia Pacific region to develop and facilitate sourcing strategies. The Company has established guidelines for each of its third-party manufacturers in order to monitor product quality, labor practices and financial viability. The Company has adopted "Engagement Criteria for Partners and Sources," a policy that requires the Company's domestic and foreign manufacturers, licensees and distributors to use ethical business standards, comply with all applicable health and safety laws and regulations, commit to use environmentally safe practices, treat employees fairly with respect to wages, benefits and working conditions and not use child or prison labor. The Company's third-party sourcing strategy allows the Company to (i) benefit from lower manufacturing costs and state-of-the-art manufacturing facilities; (ii) source high quality raw materials from around the world; and (iii) avoid capital expenditures necessary for additional owned factories. The Company believes that its overall global manufacturing strategy provides the flexibility to properly balance the need for timely shipments, high quality products and competitive pricing. Footwear manufactured by the Company is produced at a Company-operated facility located in Michigan.

The Company's principal raw material is quality leather, which it purchases from a select group of domestic and foreign suppliers. The widespread availability of common upper materials and specialty leathers eliminates reliance by the Company on a single supplier.

The Company currently purchases all of the raw pigskins used for its Wolverine Leathers Division from one domestic source, which has been a reliable and consistent supplier to the Company for over 40 years. Alternative sources of raw pigskin are available, but the Company believes these sources offer less advantageous pricing, quality and compatibility with the Company's processing method. The Company purchases all of its other raw materials and component parts from a variety of sources and does not believe that any of these sources are a dominant supplier.

Trademarks, Licenses and Patents

The Company holds a significant portfolio of registered and common law trademarks that identify its branded products and technologies. The Company's owned trademarks include *Hush Puppies*®, Dog Likeness (registered design trademark), *Wolverine*®, *Bates*®, *Cushe*®, *Chaco*®, *Soft Style*®, *Wolverine Fusion*®, *DuraShocks*®, *MultiShox*®, *Wolverine Compressor*®, *Wolverine ICS*®, *Hidden Tracks*®, *iTechnology*™, *Bounce*®, *Comfort Curve*®, *HyTest*®, *Merrell*®, M Circle Design (registered design trademark), *Continuum*®, *Sebago*®, *Q Form*®, *Sperry Top-Sider*®, *Saucony*®, *Stride Rite*® and *Keds*®. The Company's Wolverine Leathers Division markets its pigskin leathers under the trademarks *Wolverine Warrior Leather*®, *Weather Tight*® and *All Season Weather Leathers*™. The Company has footwear marketing and distribution rights under the *Cat*® and *Harley-Davidson*® trademarks pursuant to license arrangements with the respective trademark owners. The *Cat*® license extends for more than five years and the *Harley-Davidson*® license has a term through June 30, 2016. Both licenses are subject to early termination for breach.

The Company believes that consumers identify its products by the Company's trademarks and that its trademarks are valuable assets. The Company has a policy of registering its primary trademarks and vigorously defending its trademarks against infringement or other threats whenever practicable. The Company also holds many design and utility patents, copyrights and various other proprietary rights. The Company protects its proprietary rights under applicable laws.

Order Backlog

At February 14, 2015, the Company had an order backlog of approximately $1,170 million compared to an order backlog of approximately $1,005 million at February 8, 2014. The majority of the backlog relates to orders for products expected to ship in fiscal 2015. Orders in the backlog are subject to cancellation by customers and to changes in planned customer demand or at-once orders. The backlog at any particular time is affected by a number of factors, including seasonality, retail conditions, expected customer demand, product availability and the schedule for the manufacture and shipment of products. Accordingly, a comparison of backlog from period to period is not necessarily meaningful and may not be predictive of eventual actual shipments.

Competition

The Company markets its footwear and apparel lines in a highly competitive and fragmented environment. The Company competes with numerous domestic and international footwear marketers, some of whom are larger and have greater resources than the Company. The Company has a significant number of major competitors for its brands of footwear and apparel. Product performance and quality, including technological improvements, product identity, competitive pricing and ability to control costs and the ability to adapt to style changes are all important elements of competition in the footwear and apparel markets served by the Company. The footwear and apparel industries are subject to changes in consumer preferences. The Company strives to maintain its competitive position through promotions designed to increase brand awareness, manufacturing and sourcing efficiencies, and the style, comfort and value of its products. Future sales by the Company will be affected by its continued ability to sell its products at competitive prices and to meet shifts in consumer preferences.

Because of the lack of reliable published statistics, the Company is unable to state with certainty its competitive position in the overall footwear and apparel industries. The non-athletic footwear and apparel markets are highly fragmented and no one company has a dominant market position.

Research and Development

In addition to normal and recurring product development, design and styling activities, the Company engages in research and development activities related to the development of new production techniques and to the improvement of the function, performance, reliability and quality of its branded footwear and other products. For example, the Company's continuing relationship with the Biomechanics Evaluation Laboratory at Michigan State University has helped validate and refine specific biomechanical design concepts, such as *Bounce*®, *DuraShocks*® and *Hidden Tracks*® comfort technologies that have been incorporated into the Company's footwear. The Company also utilizes the research and testing capabilities of the *Saucony*® human performance and innovation lab, with a particular focus on quantifying the interaction between footwear and runners' strides. While the Company expects to continue to be a leading developer of footwear innovations, research and development costs do not represent a material portion of operating expenses.

Environmental Matters

Compliance with domestic and foreign and domestic federal, state and local requirements regulating the discharge of materials into the environment, or otherwise relating to the protection of the environment, have not had, nor are they expected to have, any material effect on the capital expenditures, earnings or competitive position of the Company. The Company uses and generates certain substances and wastes that are regulated or may be deemed hazardous to the environment under certain federal, state and local regulations. The Company works with foreign and domestic federal, state and local agencies from time to time to resolve cleanup issues at various sites and other regulatory issues.

Employees

As of January 3, 2015, the Company had approximately 6,600 domestic and foreign production, office and sales employees. Approximately 56 employees were covered by a single union contract that expires on December 31, 2017. The Company presently considers its employee relations to be good.

Available Information

Information about the Company, including the Company's Code of Conduct & Compliance, Corporate Governance Guidelines, Director Independence Standards, Accounting and Finance Code of Ethics, Audit Committee Charter, Compensation Committee

Charter, and Governance Committee Charter, is available at its website at *www.wolverineworldwide.com/investor-relations/corporate-governance*. Printed copies of the documents listed above are available upon request, without charge, by writing to the Company at 9341 Courtland Drive, N.E., Rockford, Michigan 49351, Attention: General Counsel.

The Company also makes available on or through its website at *www.wolverineworldwide.com/investor-relations*, free of charge, the Company's Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, and amendments to those reports (along with certain other Company filings with the Securities and Exchange Commission ("SEC")), as soon as reasonably practicable after electronically filing such material with, or furnishing it to, the SEC. These materials are also accessible on the SEC's website at *www.sec.gov*.

Item 1A. Risk Factors

Risks Related to the Company's Business

Changes in general economic conditions and other factors affecting consumer spending could adversely affect the Company's sales, operating results or financial position.

The Company's operations depend on factors affecting consumer disposable income and spending patterns. These factors include general economic conditions, employment rates, business conditions, interest rates and tax policy in each of the markets and regions in which the Company or its third-party distributors and licenses operates. Customers may defer or cancel purchases of the Company's products due to uncertainty about global economic conditions. Consumer confidence may decline due to recessionary economic cycles, high interest rates on consumer or business borrowings, restricted credit availability, inflation, high levels of unemployment or consumer debt, high tax rates or other economic factors. A decline in consumer confidence could adversely affect demand for the Company's products. Changes and the growth or decline of global footwear, apparel or consumer-direct markets could negatively affect consumer spending. A decline in demand for the Company's products could reduce its revenues or profit margins.

General economic conditions and other factors, such as those listed above, may increase the Company's cost of sales and decrease the Company's profitability. The Company's profitability is also dependent on the prices of commodities, such as cotton, leather, rubber, petroleum, cattle and pigskin hides, used to make and transport its products, as well as the prices of labor, insurance and health care, all of which may be affected by general economic conditions.

The Company operates in competitive industries and markets.

The Company competes with a large number of manufacturers, marketers, wholesalers, or retailers of footwear or apparel, and consumer-direct companies. Some of these competitors are larger and have greater resources than the Company. Important elements of such competition are product performance and quality, including technological improvements, product identity, competitive pricing and the ability to adapt to style changes. Consumer preferences and, as a result, the popularity of particular designs and categories of footwear and apparel, generally change over time. The Company's efforts to maintain and improve its competitive position by monitoring and responding to changes in consumer preferences, increasing brand awareness, gaining sourcing efficiencies, and enhancing the style, comfort and perceived value of its products may not be successful. The Company's continued ability to sell its products at competitive prices and to meet shifts in consumer preferences will affect its future sales. If the Company is unable to respond effectively to competitive pressures and changes in consumer preferences and spending, its results of operations and financial position may be adversely affected.

Many of the Company's competitors have larger customer and consumer bases, are able to sell their products at lower prices, or have greater financial, technical or marketing resources than the Company, particularly its competitors in the apparel and consumer-direct businesses. The Company's competitors may own more recognized brands; implement more effective marketing campaigns; adopt more aggressive pricing policies; make more attractive offers to potential employees, distribution partners and manufacturers; or respond more quickly to changes in consumer preferences. The Company's results of operations and financial position could be adversely affected if it fails to compete successfully in the footwear, apparel and retail markets.

The Company's operating results could be adversely affected if it is unable to maintain its brands' positive images with consumers or adjust to changing footwear and apparel trends.

The Company's success depends in part on its brands' images. If the Company is unable to timely and appropriately respond to changing consumer preferences and evolving footwear and apparel trends, the names and images of its brands may be impaired. If the Company fails to react appropriately to changes in consumer preferences, consumers may consider its brands' images to be outdated or associate its brands with styles that are no longer popular. Such failures could result in substantial unsold inventory and adversely affect the Company's operating results.

The Company’s operating results depend on effectively managing inventory levels.

The Company’s ability to manage its inventories effectively is an important factor in its operations. Inventory shortages can impede the Company’s ability to meet demand, adversely affect the timing of shipments to customers, and, consequently, diminish brand loyalty and decrease sales. Conversely, excess inventory can result in lower gross margins if the Company lowers prices in order to liquidate it. In addition, inventory may become obsolete as a result of changes in consumer preferences over time. The Company’s business, results of operations and financial position could be adversely affected if it is unable to effectively manage its inventory.

Increases or changes in duties, quotas, tariffs and other trade restrictions could adversely impact the Company’s sales and profitability.

All of the Company’s products manufactured overseas and imported into the U.S., the European Union and other countries are subject to customs duties collected by customs authorities. The customs information submitted by the Company is routinely subject to review by customs authorities. Additional U.S. or foreign customs duties, quotas, tariffs, anti-dumping duties, safeguard measures, cargo restrictions to prevent terrorism, the loss of most favored nation trading status or other trade restrictions may be imposed on the importation of the Company’s products in the future. The imposition of such costs or restrictions in countries where the Company operates, as well as in countries where its third-party distributors and licensees operate, could result in increases in the cost of the Company’s products generally and could adversely affect its sales and profitability.

Foreign currency exchange rate fluctuations could adversely impact the Company’s business.

Foreign currency fluctuations affect the Company’s revenue and profitability. Changes in currency exchange rates may impact the Company’s financial results positively or negatively in one period and not another, which may make it difficult to compare its operating results from different periods. Currency exchange rate fluctuations may also adversely impact third parties that manufacture the Company’s products by making their costs of raw materials or other production costs more expensive and more difficult to finance, thereby raising prices for the Company, its distributors or its licensees. The Company’s hedging strategy is not designed to reduce all risks, as no hedging strategy can completely insulate the Company from foreign exchange risk. For a more detailed discussion of the risks related to foreign currency fluctuation, see Item 7A: "Quantitative and Qualitative Disclosures About Market Risk".

Significant capacity constraints, production disruptions, quality issues, price increases or other risks associated with foreign sourcing could increase the Company’s operating costs and adversely impact the Company’s business and reputation.

The Company currently sources a substantial majority of its products from third-party manufacturers in foreign countries, predominantly the Asia Pacific region. As is common in the industry, the Company does not have long-term contracts with its third-party suppliers. There can be no assurance that the Company will not experience difficulties with such suppliers, including reductions in the availability of production capacity, failures to meet production deadlines, failure to make products that meet applicable quality standards, or increases in manufacturing costs. The Company’s future results depend partly on its ability to maintain its relationships with third-party suppliers.

Foreign manufacturing is subject to a number of risks, including work stoppages, transportation delays and interruptions, political instability, foreign currency fluctuations, changing economic conditions, expropriation, nationalization, the imposition of tariffs, import and export controls and other non-tariff barriers and changes in governmental policies. Various factors could significantly interfere with the Company’s ability to source its products, including adverse developments in trade or political relations with China or other countries where it sources its products, or a shift in these countries' manufacturing capacities away from footwear and apparel to other industries. Any of these events could have an adverse effect on the Company’s business, results of operations and financial position and, in particular, on the Company’s ability to meet customer demands and produce its products in a cost-effective manner.

The cost of raw materials, labor and services could adversely affect the Company’s results of operations.

The Company’s ability to competitively price its products depends on the cost of components, services, labor, equipment and raw materials, including leather and materials used in the production of footwear. The cost of services and materials is subject to change based on availability and market conditions that are difficult to predict. Various conditions, such as diseases affecting the availability of leather, affect the cost of the footwear marketed by the Company. Increases in costs for services and materials used in production could have a negative impact on the Company’s results of operations and financial position. The Company purchases raw pigskins for its leathers operations from a single domestic source pursuant to short-term contracts. If this source fails to continue to supply the Company with raw pigskin or supplies the Company with raw pigskin on less favorable terms, the Company’s cost of raw materials for its leathers operations could increase and, as a result, have a negative impact on the Company’s results of operations and financial position.

Labor disruptions could adversely affect the Company’s business.

The Company’s business depends on its ability to source and distribute products in a timely manner. Labor disputes at or that affect independent factories where the Company’s goods are produced, shipping ports, including the current labor dispute at west coast U.S. ports, tanneries, transportation carriers, retail stores or distribution centers create significant risks for the Company’s business, particularly if these disputes result in work slowdowns, lockouts, strikes or other disruptions. Any such disruption may have a material adverse effect on the Company’s business by potentially resulting in cancelled orders by customers and unanticipated inventory accumulation, and may negatively impact the Company’s results of operations and financial position.

A significant reduction in wholesale customer purchases of the Company’s products or failure of customers to pay for the Company’s products in a timely manner could adversely affect the Company’s business.

The Company’s financial success is directly related to its wholesale customers continuing to purchase its products. The Company does not typically have long-term contracts with its customers. Sales to the Company’s customers are generally on an order-to-order basis and are subject to rights of cancellation and rescheduling by the customers. Failure to fill customers’ orders in a timely manner could harm the Company’s relationships with its customers. Furthermore, if any of the Company’s major customers experiences a significant downturn in its business, or fails to remain committed to the Company’s products or brands, these customers may reduce or discontinue purchases from the Company, which could have an adverse effect on the Company’s results of operations and financial position.

The Company sells its products to customers and extends credit based on an evaluation of each customer’s financial condition. The financial difficulties of a customer could cause the Company to stop doing business with that customer or reduce its business with that customer. The Company’s inability to collect from its customers or a cessation or reduction of sales to certain customers because of credit concerns could have an adverse effect on the Company’s business, results of operations and financial position.

Retail consolidation could lead to fewer customers, customers seeking more favorable price, payment or other terms from the Company and a decrease in the number of stores that carry its products. In addition, changes in the channels of distribution, such as the continued growth of internet commerce and related competitive pressures, and the sale of private label products by major retailers, could have an adverse effect on the Company’s results of operations and financial position.

The Company has been awarded a number of U.S. Department of Defense contracts that include future purchase options for *Bates*® footwear. The U.S. Department of Defense is not obligated to exercise these future purchase options for *Bates*® footwear or to solicit future footwear awards at levels consistent with historical awards or in a manner in which the Company, as a large business contractor under Small Business Administration rules, is eligible to bid. Failure by the U.S. Department of Defense to exercise purchase options or the Company’s failure to secure future U.S. Department of Defense contracts could have an adverse effect on the Company’s results of operations and financial position.

The Company’s consumer-direct operations have required, and will continue to require, a substantial investment and commitment of resources and are subject to numerous risks and uncertainties.

The Company’s consumer-direct locations have required substantial fixed investment in equipment and leasehold improvements, information systems, inventory and personnel. The Company has also made substantial operating lease commitments for retail space. Due to the high fixed-cost structure associated with the Company’s brick and mortar consumer-direct operations, a decline in sales or the closure or poor performance of individual or multiple stores could result in significant lease termination costs, write-offs of equipment and leasehold improvements, and employee-related costs. Many factors, some of which are beyond the Company’s control, pose risks and uncertainties to the Company’s consumer-direct operations. These factors include, but are not limited to, changes in consumer spending patterns and retail shopping preferences, including the shift from brick and mortar to eCommerce and mobile channels and the Company's ability to increase sales in eCommerce and mobility channels. The Company’s failure to successfully respond to these factors could adversely affect the Company’s consumer-direct business, as well as damage its reputation and brands, and could materially affect the Company’s results of operations and financial position.

Weather conditions affect the Company’s business.

The Company markets and sells footwear and apparel suited for specific seasons, such as sandals and flats for the summer season and boots for the winter season. If the weather conditions for a particular season vary significantly from those typical for the season, such as an unusually cold and rainy summer, or an unusually warm and dry winter, consumer demand for seasonally appropriate products could be adversely affected. Lower demand for seasonally appropriate merchandise may result in excess inventory, forcing the Company to sell these products at significantly discounted prices, which would adversely affect the Company’s results of operations. Conversely, if weather conditions permit the Company to sell seasonal products early in the season, this may reduce inventory levels needed to meet customers’ needs later in that same season. Consequently, the Company’s results of operations are highly dependent on future weather conditions and its ability to react to changes in weather conditions. Weather conditions can also impact the Company's ability to distribute its products on a timely basis.

Changes in the credit markets could adversely affect the Company's results of operations and financial position.

Changes in the credit markets could adversely impact the Company's future results of operations and financial position. If the Company's third-party distributors, suppliers and retailers are not able to obtain financing on favorable terms, or at all, they may delay or cancel orders for the Company's products, or fail to meet their obligations to the Company in a timely manner, either of which could adversely impact the Company's sales, cash flow and operating results.

Unfavorable findings resulting from a government audit could subject the Company to a variety of penalties and sanctions, and could negatively impact its future revenues.

The U.S. federal government has the right to audit the Company's performance under its government contracts. If a government audit discovers improper or illegal activities, the Company could be subject to civil and criminal penalties and administrative sanctions, including termination of contracts, forfeiture of profits, suspension of payments, fines, and suspension or debarment from doing business with U.S. federal government agencies. The Company could also suffer serious harm to its reputation if the U.S. government alleges that the Company acted in an improper or illegal manner, whether or not any such allegations have merit. If, as the result of an audit or for any other reason, the Company is suspended or barred from contracting with the U.S. federal government generally, or any specific agency thereof, if the Company's reputation or relationship with government agencies is impaired, or if the U.S. federal government otherwise ceases doing business with the Company or significantly decreases the amount of business it does with the Company, the Company's revenue and profitability would decrease. The Company is also subject to customs and other audits in various jurisdictions where it operates. Negative audit findings in foreign jurisdictions similarly could have an adverse effect on the Company's results of operations and financial position.

An increase in the Company's effective tax rate or negative determinations by domestic or foreign tax authorities could have a material adverse effect on the Company's results of operations and financial position.

A significant amount of the Company's earnings are generated by its Canadian, European and Asia Pacific subsidiaries and, to a lesser extent, in jurisdictions that are not subject to income tax. As a result, the Company's income tax expense has historically differed from the tax computed at the U.S. federal statutory income tax rate due to discrete items and because the Company does not provide for U.S. taxes on earnings it considers to be permanently reinvested in foreign operations. The Company's future effective tax rates could be unfavorably affected by a number of factors, including, but not limited to, changes in the tax rates in jurisdictions in which the Company generates income; changes in, or in the interpretation of, tax rules and regulations in the jurisdictions in which the Company does business; decreases in the amount of earnings in countries with low statutory tax rates; or if the Company repatriates foreign earnings (or if U.S. tax laws change to tax foreign earnings) for which no provision for U.S. taxes has previously been made. An increase in the Company's effective tax rate could have a material adverse effect on its results of operations and financial position.

In addition, the Company's income tax returns are subject to examination by the Internal Revenue Service and other domestic and foreign tax authorities. The Company regularly assesses the likelihood of outcomes resulting from these examinations to determine the adequacy of its provision for income taxes, and establishes reserves for potential adjustments that may result from these examinations. There can be no assurance that the final determination of any of these examinations will not have an adverse effect on the Company's results of operations and financial position.

Failure of the Company's third-party licensees and distributors to meet sales goals or to make timely payments on amounts owed to the Company could adversely affect the Company's financial performance.

In many international markets, independent third-party licensees or distributors sell the Company's products. Failure by the Company's licensees or distributors to meet planned annual sales goals or to make timely payments on amounts owed to the Company could have an adverse effect on the Company's business, results of operations and financial position. If a change in licensee or distributor becomes necessary, it may be difficult and costly to locate an acceptable substitute distributor or licensee and the Company may experience increased costs, as well as substantial disruption and a resulting loss of sales and brand equity in the market where such licensee or distributor operates.

The Company's reputation and competitive position are dependent on its third-party manufacturers, distributors, licensees and others complying with applicable laws and ethical standards.

The Company requires its independent contract manufacturers, third-party distributors, third-party licensees and others with which it does business to comply with all applicable laws and ethical standards relating to working conditions and other matters. If a party with which the Company does business is found to have violated applicable laws or ethical standards, the Company could receive negative publicity that could damage its reputation, negatively affect the value of its brands and subject the Company to legal risks.

In addition, the Company relies on its third-party licensees to help preserve the value of the Company's brands. The Company's attempts to protect its brands through approval rights over design, production processes, quality, packaging, merchandising, distribution, advertising and promotion of its licensed products may not be successful, as the Company cannot completely control the use by its licensees of its licensed brands. The misuse of a brand by a licensee could adversely affect the value of such brand.

Global political and economic uncertainty could adversely impact the Company's business.

The Company's products are marketed in approximately 200 countries and territories, and the Company sources a substantial majority of its products offshore. Concerns regarding acts of terrorism or regional and international conflicts have created significant global economic and political uncertainties that may have material and adverse effects on consumer demand, acceptance of U.S. brands in international markets, foreign sourcing of products, shipping and transportation, product imports and exports, and the sale of products in foreign markets, any of which could adversely affect the Company's ability to source, manufacture, distribute and sell its products. The Company is subject to risks related to doing business in developing countries and economically volatile areas. These risks include social, political and economic instability, nationalization by local governmental authorities of the Company's, its distributors', or its licensees' assets and operations; slower payment of invoices; and restrictions on the Company's ability to repatriate foreign currency or receive payment of amounts owed by third-party distributors and licensees. In addition, commercial laws in these areas may not be well developed or consistently administered, and new unfavorable laws may be retroactively applied. Any of these risks could have an adverse impact on the Company's prospects and results of operations in these areas.

Concerns regarding euro instability could adversely affect the Company's business, results of operations and financing.

Concerns persist regarding the debt burden of certain countries in the Eurozone, including Greece, and their ability to meet future financial obligations, as well as the overall stability of the euro and the suitability of the euro as a single currency given the diverse economic and political circumstances in individual Eurozone countries. These concerns could lead to the re-introduction of individual currencies in one or more Eurozone countries, or, in more extreme circumstances, the possible dissolution of the euro as a currency. Should the euro be dissolved, the legal and contractual consequences for holders of euro-denominated obligations would be determined by laws in effect at that time. These potential developments, or market perceptions concerning these and related issues, could adversely affect the value of the Company's euro-denominated assets and obligations. In addition, concerns over the effect of this financial crisis on financial institutions in Europe and elsewhere could have an adverse impact on the capital markets generally and, more specifically, on the ability of the Company's customers, suppliers and lenders to finance their respective businesses.

If the Company is unsuccessful in establishing and protecting its intellectual property, the value of its brands could be adversely affected.

The Company invests significant resources to develop and protect its intellectual property, and it believes that its trademarks and other intellectual property rights are important to its future success. The Company's ability to remain competitive is dependent upon its continued ability to secure and protect trademarks, patents and other intellectual property rights in the U.S. and internationally for all of the Company's lines of business. The Company relies on a combination of trade secret, patent, trademark, copyright and other laws, license agreements and other contractual provisions and technical measures to protect its intellectual property rights; however, some countries' laws do not protect intellectual property rights to the same extent U.S. laws do.

The Company's business could be significantly harmed if it is not able to protect its intellectual property, or if a court found it to be infringing on other persons' intellectual property rights. Any intellectual property lawsuits or threatened lawsuits in which the Company is involved, either as a plaintiff or as a defendant, could cost the Company a significant amount of time and money and distract management's attention from operating the Company's business. In addition, if the Company does not prevail on any intellectual property claims, then it may have to change its manufacturing processes, products or trade names, any of which could reduce its profitability. In addition, some of the Company's branded footwear operations are operated pursuant to licensing agreements with third-party trademark owners. These agreements are subject to early termination for breach. Expiration or early termination by the licensor of any of these license agreements could have a material adverse effect on the Company's business, results of operations and financial position.

The Company's inability to attract and retain executive managers and other key employees, or the loss of one or more executive managers or other key employees, could adversely affect the Company's business.

The Company depends on its executive management and other key employees. In the footwear, apparel and consumer-direct industries, competition for key executive talent is intense, and the Company's failure to identify, attract or retain executive managers or other key employees could adversely affect its business. The Company must offer and maintain competitive compensation packages to effectively recruit and retain such individuals. Further, the loss of one or more executive managers or other key employees, or the Company's failure to successfully implement succession planning, could adversely affect the Company, its results of operations or financial position.

Regulatory and other changes may lead to higher employment and pension costs for the Company.

Changes in employment laws and regulations, and other factors could increase the Company's overall employment costs. The Company's employment costs include costs relating to health care and retirement benefits, including U.S.-based defined benefit pension plans. The annual cost of benefits can vary significantly depending on a number of factors, including changes in the assumed or actual rate of return on pension plan assets, a change in the discount rate or mortality assumptions used to determine the annual service cost related to the defined benefit plans, a change in the method or timing of meeting pension funding obligations and the rate of health care cost inflation. Increases in the Company's overall employment and pension costs could have an adverse effect on the Company's business, results of operations and financial position.

The Company's marketing programs, e-commerce initiatives and use of consumer information are governed by an evolving set of laws, industry standards and enforcement trends and unfavorable changes in those laws, standards or trends, or the Company's failure to comply with existing or future laws, could substantially harm the Company's business and results of operations.

The Company collects, maintains and uses data provided to it through its online activities and other consumer interactions in its business. The Company's current and future marketing programs depend on its ability to collect, maintain and use this information, and its ability to do so is subject to certain contractual restrictions in third party contracts as well as evolving international, federal and state laws, industry standards and enforcement trends. The Company strives to comply with all applicable laws and other legal obligations relating to privacy, data protection and consumer protection, including those relating to the use of data for marketing purposes. It is possible, however, that these requirements may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another, may conflict with other rules or may conflict with the Company's practices. If so, the Company may suffer damage to its reputation and be subject to proceedings or actions against it by governmental entities or others. Any such proceeding or action could hurt the Company's reputation, force it to spend significant amounts to defend its practices, distract its management, increase its costs of doing business, and result in monetary liability.

In addition, as data privacy and marketing laws change, the Company may incur additional costs to ensure it remains in compliance. If applicable data privacy and marketing laws become more restrictive at the federal or state level, the Company's compliance costs may increase, the Company's ability to effectively engage customers via personalized marketing may decrease, its opportunities for growth may be curtailed by its compliance capabilities or reputational harm and its potential liability for security breaches may increase.

Because the Company processes and transmits payment card information, the Company is subject to the Payment Card Industry ("PCI") Data Security Standard (the "Standard"), and card brand operating rules ("Card Rules"). The Standard is a comprehensive set of requirements for enhancing payment account data security that was developed by the PCI Security Standards Council to help facilitate the broad adoption of consistent data security measures. The Company is required by payment card network rules to comply with the Standard, and the Company's failure to do so may result in fines or restrictions on its ability to accept payment cards. Under certain circumstances specified in the payment card network rules, the Company may be required to submit to periodic audits, self-assessments or other assessments of its compliance with the Standard. Such activities may reveal that the Company has failed to comply with the Standard. If an audit, self-assessment or other test determines that the Company needs to take steps to remediate any deficiencies, such remediation efforts may distract the Company's management team and require it to undertake costly and time consuming remediation efforts. In addition, even if the Company complies with the Standard, there is no assurance that it will be protected from a security breach. Further, changes in technology and processing procedures may result in changes in the Card Rules. Such changes may require the Company to make significant investments in operating systems and technology that may impact business. Failure to keep up with changes in technology could result in loss of business. Failure to comply with the Standard or Card Rules could result in loosing certification under the PCI standards and an inability to process payments.

Disruption of the Company's information technology systems could adversely affect the Company's business.

The Company's information technology systems are critical to the operations of its business. Any interruption, unauthorized access, impairment or loss of data integrity or malfunction of these systems could severely impact the Company's business, including delays in product fulfillment and reduced efficiency in operations. In addition, costs and potential problems and interruptions associated with the implementation of new or upgraded systems, or with maintenance or adequate support of existing systems, could disrupt or reduce the efficiency of the Company's operations. Disruption to the Company's information technology systems may be caused by natural disasters, accidents, power disruptions, telecommunications failures, acts of terrorism or war, denial-of-service attacks, computer viruses, physical or electronic break-ins, or similar events or disruptions. System redundancy may be ineffective or inadequate, and the Company's disaster recovery planning may not be sufficient for all eventualities. Such failures or disruptions could prevent access to the Company's online services and preclude store transactions. System failures and disruptions could also impede the manufacturing and shipping of products, transactions processing and financial reporting. Additionally, the Company may be materially adversely affected if it is unable to improve, upgrade, maintain, and expand its technology systems.

The Company's and its vendors' databases containing personal information and payment card data of the Company's customers, employees and other third parties, could be breached, which could subject the Company to adverse publicity, litigation, fines and expenses. If the Company is unable to comply with bank and payment card industry standards, its operations could be adversely affected.

The protection of the Company's customer, associate and Company data is critically important to the Company. The Company relies on its networks, databases, systems and processes, as well as those of third parties such as vendors, to protect its proprietary information and information about its customers, employees and vendors. The Company's customers and associates have a high expectation that the Company will adequately safeguard and protect their sensitive personal information. The Company has become increasingly centralized and dependent upon automated information technology processes. In addition, a portion of the Company's business operations is conducted electronically, increasing the risk of attack or interception that could cause loss or misuse of data, system failures or disruption of operations. If unauthorized parties gain access to these networks or databases, they may be able to steal, publish, delete or modify the Company's private and sensitive third-party or employee information. Improper activities by third parties, exploitation of encryption technology, new data-hacking tools and discoveries and other events or developments may result in a future compromise or breach of the Company's networks, payment card terminals or other payment systems. In particular, the techniques used by criminals to obtain unauthorized access to sensitive data change frequently and often are not recognized until launched against a target; accordingly, the Company may be unable to anticipate these techniques or implement adequate preventative measures. Any failure to maintain the security of the Company's customers' sensitive information, or data belonging to it or its suppliers, could put it at a competitive disadvantage, result in deterioration of its customers' confidence in it, and subject it to potential litigation, liability, fines and penalties, resulting in a possible material adverse impact on its financial condition and results of operations. While the Company maintains insurance coverage that may, subject to policy terms and conditions cover certain aspects of cyber risks, such insurance coverage may be insufficient to cover all losses and would not remedy damage to its reputation. In addition, employees may intentionally or inadvertently cause data or security breaches that result in unauthorized release of personal or confidential information. In such circumstances, the Company could be held liable to its customers, other parties or employees, be subject to regulatory or other actions for breaching privacy laws or failing to adequately protect such information or respond to a breach. This could result in costly investigations and litigation, civil or criminal penalties, operational changes and negative publicity that could adversely affect the Company's reputation and its results of operations and financial position. In addition, if the Company is unable to comply with bank and payment card industry security standards, it may be subject to fines, restrictions and expulsion from card acceptance programs, which could adversely affect the Company's consumer-direct operations.

If the Company encounters problems affecting its logistics and distribution systems, its ability to deliver its products to the market could be adversely affected.

The Company relies on owned or independently operated distribution facilities to transport, warehouse and ship products to its customers. The Company's logistic and distribution systems include computer-controlled and automated equipment, which may be subject to a number of risks related to security or computer viruses, the proper operation of software and hardware, power interruptions or other system failures. Substantially all of the Company's products are distributed from a relatively small number of locations. Therefore, its operations could be interrupted by earthquakes, floods, fires or other natural disasters near its distribution centers. The Company's business interruption insurance may not adequately protect the Company from the adverse effects that could be caused by significant disruptions affecting its distribution facilities, such as the long-term loss of customers or an erosion of brand image. In addition, the Company's distribution capacity is dependent on the timely performance of services by third parties, including the transportation of products to and from the Company's distribution facilities. If the Company encounters problems affecting its distribution system, its ability to meet customer expectations, manage inventory, complete sales and achieve operating efficiencies could be materially adversely affected.

The Company faces risks associated with its growth strategy and acquiring businesses.

The Company has expanded its products and markets in part through strategic acquisitions, and it may continue to do so in the future, depending on its ability to identify and successfully pursue suitable acquisition candidates. Acquisitions involve numerous risks, including risks inherent in entering new markets in which the Company may not have prior experience; potential loss of significant customers or key personnel of the acquired business; managing geographically-remote operations; and potential diversion of management's attention from other aspects of the Company's business operations. Acquisitions may also cause the Company to incur debt or result in dilutive issuances of its equity securities, write-offs of goodwill and substantial amortization expenses associated with other intangible assets. The Company may not be able to obtain financing for future acquisitions on favorable terms, making any such acquisitions more expensive. Any such financing may have terms that restrict the Company's operations. The Company cannot provide assurance that it will be able to successfully integrate the operations of any acquired businesses into its operations and achieve the expected benefits of any acquisitions. The failure to successfully integrate newly acquired businesses or achieve the expected benefits of strategic acquisitions in the future could have an adverse effect on the Company's results of operations and financial position. The Company may not consummate a potential acquisition for a variety of reasons, but it may nonetheless incur material costs in the preliminary stages of such an acquisition that it cannot recover.

Maintenance and growth of the Company's business depends upon the availability of adequate capital.

The maintenance and growth of the Company's business depends on the availability of adequate capital, which in turn depends in large part on cash flow generated by the Company's business and the availability of equity and debt financing. The Company cannot provide assurance that its operations will generate positive cash flow or that it will be able to obtain equity or debt financing on acceptable terms, or at all. Further, the Company cannot provide assurance that it will be able to finance any expansion plans.

Expanding the Company's brands into new markets and expanding its consumer-direct operations may be difficult and costly, and unsuccessful efforts to do so may adversely affect the Company's brands and business.

As part of the Company's growth strategy, it seeks to enhance the positioning of its brands, to extend its brands into complementary product categories, to expand geographically and to expand its consumer-direct operations. There can be no assurance that the Company will be able to successfully implement any or all of these growth strategies, and unsuccessful efforts to do so could have an adverse effect on its results of operations and financial position.

Part of the future growth of the Company's consumer-direct operations is significantly dependent on the Company's ability to operate stores in desirable locations at reasonable lease costs and to invest in eCommerce and mobile platforms that drive sales growth through these channels. The Company cannot be sure as to when or whether desirable brick and mortar locations will become available at reasonable costs or whether its eCommerce and mobile platforms will be successful. Further, if the Company is unable to renew or replace its existing store leases or enter into leases for new stores at attractive locations on favorable terms, or if the Company violates any of the terms of its current leases, its growth and profitability could be harmed.

An impairment of goodwill or other acquired intangibles could have an adverse material impact to the Company's results of operations.

The carrying value of goodwill represents the fair value of acquired businesses in excess of identifiable assets and liabilities as of the acquisition date. The carrying value of other intangibles represents the fair value of trade names and other acquired intangibles as of the acquisition date. Goodwill and other acquired intangibles expected to contribute indefinitely to the Company's cash flows are not amortized, but must be evaluated by the Company at least annually for impairment. If the carrying amounts of one or more of these assets are not recoverable based upon discounted cash flow and market-approach analyses, the carrying amounts of such assets are impaired by the estimated difference between the carrying value and estimated fair value. An impairment charge could materially affect the Company's results of operations.

There is no assurance that the Company will be able to successfully implement the recently-announced Realignment Plan.

On July 9, 2014, the Board of Directors of the Company approved a realignment of the Company's consumer-direct operations ("the 2014 Plan"). As a part of the 2014 Plan, the Company intends to close certain retail stores over the next 12 months, consolidate certain consumer-direct support functions and implement certain other organizational changes. There can be no assurance that the Company will successfully implement the 2014 Plan within the estimated range of charges, within the estimated time frame, or that the Company will realize some or all of the estimated profitability improvements or other benefits from the 2014 Plan. There is also no assurance that the Company will be able to re-invest any future cost savings generated from the 2014 Plan into other initiatives or that any such investment will improve the Company's operations.

Changes in government regulation may increase the Company's costs of compliance and failure to comply with government regulations or other standards may adversely affect its brands and business.

The Company's business is affected by changes in government and regulatory policies in the U.S. and in foreign jurisdictions. New requirements relating to product safety and testing and new environmental requirements, as well as changes in tax laws, duties, tariffs and quotas, could have a negative impact on the Company's ability to produce and market footwear at competitive prices. Failure to comply with such regulations, as well as comply with ethical, social, product, labor and environmental standards, could also jeopardize the Company's reputation and potentially lead to various adverse consumer actions, including boycotts. Any negative publicity about these types of concerns may reduce demand for the Company's products. Damage to the Company's reputation or loss of consumer confidence for any of these or other reasons could adversely affect the Company's results of operations, as well as require additional resources to rebuild its reputation and brand value.

The Company's operations are subject to environmental and workplace safety laws and regulations, and costs or claims related to these requirements could adversely affect the Company's business.

The Company's operations are subject to various federal, state and local laws and regulations relating to the protection of the environment, including those governing the discharge of pollutants into the air, soil and water, the management and disposal of solid and hazardous materials and wastes, employee exposure to hazards in the workplace, and the investigation and remediation of contamination resulting from releases of hazardous materials. Failure to comply with legal requirements could result in, among other things, revocation of required licenses, administrative enforcement actions, fines and civil and criminal liability. The Company may incur investigation, remediation or other costs related to releases of hazardous materials or other environmental conditions at its currently or formerly owned or operated properties, regardless of whether such environmental conditions were created by the Company or a third-party, such as a prior owner or tenant. The Company has incurred, and continues to incur, costs to address soil and groundwater contamination at some locations. If such issues become more expensive to address, or if new issues arise, they could increase the Company's expenses, generate negative publicity, or otherwise adversely affect the Company.

The disruption, expense and potential liability associated with existing and future litigation against the Company could adversely affect its reputation, financial position or results of operations.

The Company is a defendant from time to time in lawsuits and regulatory actions relating to its business. Due to the inherent uncertainties of litigation and regulatory proceedings, the Company cannot accurately predict the ultimate outcome of any such proceedings. An unfavorable outcome could have an adverse impact on the Company's business, financial position and results of operations. In addition, regardless of the outcome of any litigation or regulatory proceedings, such proceedings are expensive and may require that the Company devote substantial resources and executive time to the defense of such proceedings.

Provisions of Delaware law and the Company's certificate of incorporation and bylaws could prevent or delay a change in control or change in management that could be beneficial to the Company's stockholders.

Provisions of the Delaware Corporations law, as well as the Company's certificate of incorporation and bylaws could discourage, delay or prevent a merger, acquisition or other change in control of the Company. These provisions are intended to provide the Company's Board of Directors with continuity and also serves to encourage negotiations between the Board and any potential hostile acquiror. Such provisions include a Board of Directors that is classified so that only one-third of directors stand for election each year. These provisions could also discourage proxy contests and make it more difficult for stockholders to elect directors and take other corporate actions that may be beneficial to the Company's stockholders.

There are risks, including stock market volatility, inherent in owning the Company's common stock.

The market price and volume of the Company's common stock have been, and may continue to be, subject to significant fluctuations. These fluctuations may arise from general stock market conditions, the impact of risk factors described in this Item 1A on the Company's financial position and results of operations, or a change in opinion in the market regarding the Company's business prospects or other factors, many of which may be outside the Company's immediate control. Changes in the amounts and frequency of share repurchases or dividends also could adversely affect the value of the Company's common stock.

The Company's indebtedness could adversely affect the Company.

The Company's current indebtedness could adversely affect the Company by decreasing its business flexibility and increasing its borrowing costs. The Company has debt outstanding under a senior secured credit agreement ("Credit Agreement") and has senior notes outstanding that may be traded in the public market. The Credit Agreement and the indenture governing the senior notes contain customary restrictive covenants imposing operating and financial restrictions on the Company, including restrictions that may limit the Company's ability to engage in acts that may be in its long-term best interests. These covenants restrict the ability of the Company and certain of its subsidiaries to, among other things: incur or guarantee indebtedness; incur liens; pay dividends or repurchase stock; enter into transactions with affiliates; consummate asset sales, acquisitions or mergers; prepay certain other indebtedness; or make investments. In addition, the restrictive covenants in the Credit Agreement require the Company to maintain specified financial ratios and satisfy other financial condition tests.

These restrictive covenants may limit the Company's ability to finance future operations or capital needs or to engage in other business activities. The Company's ability to comply with any financial covenants could be materially affected by events beyond its control, and there can be no assurance that the Company will satisfy any such requirements. If the Company fails to comply with these covenants, it may need to seek waivers or amendments of such covenants, seek alternative or additional sources of financing or reduce its expenditures. The Company may be unable to obtain such waivers, amendments or alternative or additional financing on favorable terms or at all.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

The Company operates its domestic administration, sales and marketing operations primarily from an owned facility of approximately 225,000 square feet in Rockford, Michigan, as well as a leased facility of approximately 147,000 square feet in Lexington, Massachusetts. The Company's manufacturing operations are conducted at owned facilities in Michigan. The Company operates its U.S. distribution operations primarily through an owned distribution facility of approximately 520,000 square feet in Louisville, Kentucky; a leased distribution center in Howard City, Michigan, of approximately 460,000 square feet' a leased distribution center in Cedar Springs, Michigan, of approximately 356,000 square feet; an owned distribution center in Rockford, Michigan, of approximately 305,000 square feet; and a leased distribution facility of approximately 200,000 square feet in Brookville, Ohio.

The Company also leases and owns various other offices and distribution centers throughout the U.S. to meet its operational requirements. In addition, the Company operates 417 retail stores through leases with various third-party landlords in the U.S. and Canada collectively occupying approximately 875,000 square feet.

The Company conducts its international operations in Canada, the United Kingdom, China, Hong Kong and continental Europe through leased distribution centers, offices and/or showrooms. The Company believes that its current facilities are suitable and adequate to meet its current needs.

Item 3. Legal Proceedings

The Company is involved in litigation and various legal matters arising in the normal course of business, including certain environmental compliance activities. The Company has considered facts related to legal and regulatory matters and advice of counsel handling these matters, and does not believe the ultimate resolution of such proceedings will have a material adverse effect on the Company's financial position, results of operations, or cash flows.

Item 4. Mine Safety Disclosures

Not applicable.

Supplemental Item. Executive Officers of the Registrant

The following table lists the names and ages of the Executive Officers of the Company and their positions held with the Company as of February 28, 2015. The information provided below the table lists the business experience of each such Executive Officer for at least the past five years. All Executive Officers serve at the pleasure of the Board of Directors of the Company, or, if not appointed by the Board of Directors, they serve at the pleasure of management.

Name	Age	Positions held with the Company
James A. Gabel	52	President, Performance Group
Ted S. Gedra	59	President, Heritage Group
Brendan M. Gibbons	39	Vice President, General Counsel and Secretary
Donald T. Grimes	52	Senior Vice President, Chief Financial Officer and Treasurer
Melissa A. Howell	48	Senior Vice President, Global Human Resources
Michael Jeppesen	55	President, Global Operations Group
Blake W. Krueger	61	Chairman of the Board, Chief Executive Officer and President
Andrew Simister	49	President, Lifestyle Group
James D. Zwiers	47	Senior Vice President and President, International Group

James A. Gabel has served the Company as President, Performance Group since July 2014. From 2011 to 2014, he was President, Canada for Adidas AG, a wholesaler and retailer of footwear, apparel and accessories. From 2008 to 2011, he was President, Reebok, North America.

Ted S. Gedra has served the Company as President, Heritage Group since 2011. He served as President of the Wolverine Footwear Group from 2006 to 2010.

Brendan M. Gibbons has served the Company as Vice President, General Counsel and Secretary since April 2014. From 2009 to October 2013, he served as Senior Vice President of Legal and Corporate Affairs, General Counsel, and Secretary for Carter's Inc., a global branded marketer of apparel for babies and young children.

Donald T. Grimes has served the Company as Senior Vice President, Chief Financial Officer and Treasurer since May 2008.

Melissa A. Howell has served the Company as Senior Vice President, Global Human Resources since October 2014. From February 2013 to May 2014, she served as Senior Vice President, Global Human Resources for General Motors, one of the world's largest automobile manufacturers. She served General Motors as Executive Director, North America Human Resources from 2011 to 2013 and as Human Resources Director, Global Sales and Marketing from 2009 to 2011.

Michael Jeppesen has served the Company as President, Global Operations Group since January 2012. From 2005 to 2011, he was Senior Vice President, Design and Sourcing, for Collective Brands, Inc., a wholesaler and retailer of footwear and related accessories.

Blake W. Krueger has served the Company as Chairman since January 2010 and as Chief Executive Officer and President since April 2007.

Andrew Simister has served the Company as President, Lifestyle Group since July 2014. From 1996 to 2013, he was Global President, Lacoste Footwear, a footwear wholesaler, for Pentland Brands PLC.

James D. Zwiers has served the Company as Senior Vice President and President, International Group since June 2014. From January 2013 to June 2014, he served as Senior Vice President and President, Performance Group. From March 2009 until January 2013, he served as Senior Vice President and President, Outdoor Group, which was realigned into the Performance Group.

PART II

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

The Company's common stock is traded on the New York Stock Exchange under the symbol "WWW." On July 11, 2013, the Company's Board of Directors approved a two-for-one stock split in the form of a stock dividend that was paid on November 1, 2013 to stockholders of record on October 1, 2013. All share and per share data within this Form 10-K have been adjusted for all periods presented to reflect the stock split. The following table shows the high and low stock prices on the New York Stock Exchange and dividends declared by quarter for fiscal years 2014 and 2013. The number of stockholders of record on February 27, 2015, was 1,758.

	Fiscal 2014		Fiscal 2013	
Stock price	High	Low	High	Low
First quarter	**$ 34.10**	**$ 25.13**	$ 23.19	$ 19.20
Second quarter	**30.00**	**25.06**	27.13	21.42
Third quarter	**27.47**	**24.00**	30.18	24.72
Fourth quarter	**30.75**	**24.21**	33.91	27.54

	Fiscal Year	
Cash dividends declared per share	**2014**	2013
First quarter	**$ 0.06**	$ 0.06
Second quarter	**0.06**	0.06
Third quarter	**0.06**	0.06
Fourth quarter	**0.06**	0.06

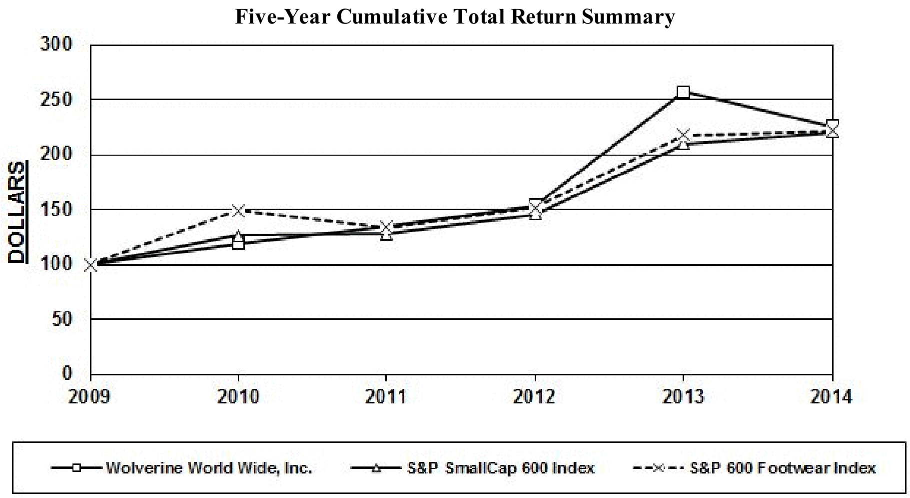
A quarterly dividend of $0.06 per share was declared on February 12, 2015. The Company currently expects that comparable cash dividends will be paid in future quarters in fiscal 2015.

The Company's Credit Agreement and senior notes indenture impose certain restrictions on the Company's ability to pay cash dividends. The Company may not pay a dividend if the Company is in default under the Credit Agreement or the indenture, or if payment of the dividend would cause a default under the Credit Agreement or the indenture, including the Company's covenant to meet prescribed leverage ratios.

See Item 12: "Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters" for information with respect to the Company's equity compensation plans.

Stock Performance Graph

The following graph compares the five-year cumulative total stockholder return on the Company's common stock to the Standard & Poor's Small Cap 600 Index and the Standard & Poor's 600 Footwear Index, assuming an investment of $100 at the beginning of the period indicated. The Company is part of both the Standard & Poor's Small Cap 600 Index and the Standard & Poor's 600 Footwear Index. This Stock Performance Graph shall not be deemed to be incorporated by reference into the Company's SEC filings and shall not constitute soliciting material or otherwise be considered filed under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.



The following table provides information regarding the Company's purchases of its own common stock during the fourth quarter of fiscal 2014.

Issuer Purchases of Equity Securities

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Dollar Amount that May Yet Be Purchased Under the Plans or Programs
Period 1 (September 7, 2014 to October 4, 2014)				
Common Stock Repurchase Program (1)	—	$ —	—	$ 200,000,000
Employee Transactions (2)	2,621	26.77		
Period 2 (October 5, 2014 to November 1, 2014)				
Common Stock Repurchase Program (1)	—	$ —	—	$ 200,000,000
Employee Transactions (2)	11,844	25.65		
Period 3 (November 2, 2014 to November 29, 2014)				
Common Stock Repurchase Program (1)	—	$ —	—	$ 200,000,000
Employee Transactions (2)	40,036	27.41		
Period 4 (November 30, 2014 to January 3, 2015)				
Common Stock Repurchase Program (1)	—	$ —	—	$ 200,000,000
Employee Transactions (2)	7,083	29.55		
Total for Fourth Quarter ended January 3, 2015				
Common Stock Repurchase Program (1)	—	$ —	—	$ 200,000,000
Employee Transactions (2)	61,584	27.29		

(1) The Company's Board of Directors approved a common stock repurchase program on February 12, 2014. This program authorizes the repurchase of up to $200 million of common stock over a four-year period, although the annual amount of any stock repurchases are restricted under the terms of the Company's Credit Agreement.

(2) Employee transactions include: (1) shares delivered or attested to in satisfaction of the exercise price and/or tax withholding obligations by holders of employee stock options who exercised options, and (2) restricted shares withheld to offset statutory minimum tax withholding that occurs upon vesting of restricted shares. The Company's employee stock compensation plans provide that the shares delivered or attested to, or withheld, shall be valued at the closing price of the Company's common stock on the date the relevant transaction occurs.

Item 6. Selected Financial Data

Five-Year Operating and Financial Summary [(1)]

(In millions, except per share data)	Fiscal Year 2014	2013	2012 [(4)]	2011	2010
Summary of Operations					
Revenue	**$ 2,761.1**	$ 2,691.1	$ 1,640.8	$ 1,409.1	$ 1,248.5
Net earnings attributable to Wolverine World Wide, Inc.	**133.1**	100.4	80.7	123.3	104.5
Per share of common stock:					
Basic net earnings [(2)(3)]	**$ 1.33**	$ 1.01	$ 0.84	$ 1.27	$ 1.08
Diluted net earnings [(2)(3)]	**1.30**	0.99	0.81	1.24	1.06
Cash dividends declared [(3)]	**0.24**	0.24	0.24	0.24	0.22
Financial Position at Year-End					
Total assets	**$ 2,504.5**	$ 2,622.2	$ 2,614.4	$ 851.7	$ 786.6
Debt	**900.8**	1,150.0	1,250.0	11.5	1.0

(1) This summary should be read in conjunction with the consolidated financial statements and the related notes, which are included in Item 8 of this Annual Report on Form 10-K.

(2) Basic earnings per share are based on the weighted average number of shares of common stock outstanding during the year after adjustment for nonvested restricted common stock. Diluted earnings per share assume the exercise of dilutive stock options and the vesting of all outstanding restricted stock.

(3) All per share data has been presented to reflect the two-for-one stock split in the form of a stock dividend paid on November 1, 2013 to stockholders of record on October 1, 2013.

(4) The operating results for PLG are included in the Company's consolidated results of operations beginning October 9, 2012.

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

OVERVIEW

BUSINESS OVERVIEW

The Company is a leading global designer, manufacturer and marketer of branded footwear, apparel and accessories. The Company's mission statement is "***we empower, engage and inspire our consumers - every step of the way***." The Company seeks to fulfill this mission by offering innovative products and compelling brand propositions; complementing its footwear brands with strong apparel and accessories offerings; expanding its global consumer-direct footprint; and delivering supply chain excellence.

The Company's portfolio consists of 15 brands that are marketed in approximately 200 countries and territories at January 3, 2015, including through owned operations in the U.S., Canada, the United Kingdom and certain countries in continental Europe. In other regions (Asia Pacific, Latin America, portions of Europe, the Middle East and Africa), the Company relies on a network of third-party distributors, licensees and joint ventures. At January 3, 2015, the Company operated 417 retail stores in the U.S. and Canada and 64 consumer-direct websites.

2014 FINANCIAL OVERVIEW

- Revenue for fiscal 2014 was $2,761.1 million, an increase of 2.6% compared to fiscal 2013. Foreign exchange had a minimal impact on full year revenue growth. High single-digit growth from the Heritage Group and mid single-digit growth from the Performance Group was partially offset by expected low single-digit revenue decline from the Lifestyle Group.
- Gross margin for fiscal 2014 was 39.3%, a decrease of 30 basis points from fiscal 2013. The gross margin decline was driven primarily by a negative mix shift in international markets, the impact of retail store close-out activities and incremental expense related to the last-in, first-out ("LIFO") method.
- Operating expenses as a percentage of revenue decreased to 31.0% for fiscal 2014 compared to 32.4% for fiscal 2013. In addition to the higher revenues in fiscal 2014, the reduction in operating expenses as a percent of revenues was driven by lower pension expense, lower acquisition-related costs and lower incentive compensation expenses, which were partially offset by higher restructuring costs, higher selling expenses and higher brand building expenses.

- The effective tax rate in fiscal 2014 was 26.2% compared to 20.9% in fiscal 2013. The higher effective tax rate in fiscal 2014 reflects a greater proportion of income generated in higher tax jurisdictions, primarily the U.S., compared to 2013. In addition, the 2013 tax rate reflects higher acquisition-related integration costs that are deductible primarily in high statutory tax rate jurisdictions.
- Inventory decreased 3.3% versus the prior year.
- Accounts receivable decreased 21.5% due primarily to a three-year agreement with a financial institution executed during the fourth quarter of fiscal 2014, to sell selected trade accounts receivable on a recurring, nonrecourse basis, which generated incremental operating cash flows of approximately $65.5 million during fiscal 2014.
- Cash provided by operating activities was $314.6 million during fiscal 2014, which allowed the Company to make payments on its long-term debt of $249.8 million.
- The Company declared cash dividends of $0.24 per share, on a post-stock split basis, in both fiscal 2014 and fiscal 2013.

RESULTS OF OPERATIONS

The following is a discussion of the Company's results of operations and liquidity and capital resources. This section should be read in conjunction with the Company's consolidated financial statements and related notes included elsewhere in this Annual Report.

	Fiscal Year			Percent Change vs. Prior Year	
(In millions, except per share data)	**2014**	2013	2012	2014	2013
Revenue	**$ 2,761.1**	$ 2,691.1	$ 1,640.8	2.6 %	64.0 %
Cost of goods sold	**1,673.8**	1,619.0	1,008.1	3.4	60.6
Acquisition-related transaction and integration costs	**—**	—	4.5	—	(100.0)
Restructuring costs	**1.0**	7.6	—	(86.8)	—
Gross profit	**1,086.3**	1,064.5	628.2	2.0	69.5
Selling, general and administrative expenses	**815.2**	830.0	482.0	(1.8)	72.2
Acquisition-related transaction and integration costs	**15.2**	41.5	32.5	(63.4)	27.7
Restructuring costs	**26.0**	0.7	—	3,614.3	—
Operating profit	**229.9**	192.3	113.7	19.6	69.1
Interest expense, net	**45.4**	52.0	14.0	(12.7)	271.4
Acquisition-related interest expense	**—**	—	5.2	—	(100.0)
Debt extinguishment costs	**1.3**	13.1	—	(90.1)	—
Other expense (income), net	**1.7**	(0.5)	0.3	440.0	(266.7)
Earnings before income taxes	**181.5**	127.7	94.2	42.1	35.6
Income tax expense	**47.6**	26.7	13.4	78.3	99.3
Net earnings	**133.9**	101.0	80.8	32.6	25.0
Less: net earnings attributable to noncontrolling interest	**0.8**	0.6	0.1	33.3	500.0
Net earnings attributable to Wolverine World Wide, Inc.	**$ 133.1**	$ 100.4	$ 80.7	32.6 %	24.4 %
Diluted earnings per share	**$ 1.30**	$ 0.99	$ 0.81	31.3 %	22.2 %

REVENUE

Revenue was $2,761.1 million for fiscal 2014, representing an increase of 2.6% versus the prior year's revenue of $2,691.1 million. High single-digit growth from the Heritage Group and mid single-digit growth from the Performance Group was partially offset by expected low single-digit revenue decline from the Lifestyle Group. Changes in foreign exchange rates decreased reported revenue by $6.2 million in fiscal 2014. International revenue represented 27.9%, 26.2% and 34.2% of total reported revenues in fiscal years 2014, 2013 and 2012, respectively. The decrease in international revenue in fiscal 2013 as a percent of total revenue was driven by the inclusion of the PLG business, which skews more to the U.S. than did the Company's business prior to the PLG acquisition.

Revenue for fiscal 2013 increased $1,050.3 million from fiscal 2012, to $2,691.1 million. The full year inclusion of the PLG business, acquired in the fourth quarter of fiscal 2012, drove the majority of the increase. Changes in foreign exchange rates decreased reported revenue by $1.7 million in fiscal 2013.

GROSS MARGIN

For fiscal 2014, the Company's gross margin was 39.3% compared to 39.6% in fiscal 2013. The decrease was driven by higher product costs (30 basis points), a negative mix shift in international markets (30 basis points), incremental LIFO expense (10 basis points), impact of inventory liquidation related to retail store closures (10 basis points) and negative foreign currency impact (10 basis points), which were partially offset by select selling price increases (60 basis points).

For fiscal 2013, the Company's gross margin was 39.6% compared to 38.3% in fiscal 2012. The increase was driven by favorable channel mix (150 basis points), higher selling prices (80 basis points) and lower LIFO expense (20 basis points), which were partially offset by higher product costs (70 basis points), restructuring costs (40 basis points) and negative foreign exchange impact (20 basis points).

OPERATING EXPENSES

Operating expenses decreased $15.8 million in fiscal 2014, to $856.4 million. Operating expenses were favorably impacted by lower acquisition-related integration costs associated with the integration of the PLG business ($26.3 million), lower pension expense ($25.4 million) and lower incentive compensation expenses ($5.8 million). Partially offsetting these declines were incremental restructuring costs ($25.3 million), incremental selling expenses ($6.5 million) and incremental brand building expense ($8.8 million). Changes in foreign exchange rates had a $1.8 million favorable impact on reported operating expenses.

Operating expenses increased $357.7 million in fiscal 2013 to $872.2 million. Approximately $9.0 million of the increase relates to higher acquisition-related integration costs associated with the integration of the PLG business. Incremental compensation expense ($13.1 million), incremental amortization expense related to purchase price accounting for the PLG acquisition ($11.9 million), incremental pension expense ($9.4 million) and incremental brand building investments ($6.0 million) also contributed to the increase in operating expenses. Changes in foreign exchange rates had a $0.7 million favorable impact on reported operating expenses. The remainder of the operating expense increase was due to the full-year inclusion of the PLG business within the Company's results.

INTEREST, OTHER AND TAXES

Net interest expense was $45.4 million in fiscal 2014 compared to $52.0 million in fiscal 2013. The decrease reflects the benefits of the amendment to the Credit Agreement executed in the fourth quarter of fiscal 2013 and lower average principal balances.

Net interest expense was $52.0 million in fiscal 2013 compared to $19.2 million in fiscal 2012. Approximately $4.3 million of the increase was due to the amortization of deferred financing costs included within interest expense. The remainder of the increase in fiscal 2013 was due to a full year of interest expense on debt incurred to finance the PLG acquisition compared with only a partial year of interest expense in fiscal 2012.

The Company incurred $1.3 million of debt extinguishment costs during the fourth quarter of fiscal 2014 due to accelerating the amortization of capitalized deferred financing fees in relation to debt repayments. The Company incurred $13.1 million of debt extinguishment costs during the fourth quarter of fiscal 2013 in connection with the refinancing of the Company's debt. These costs represent a write-off of previously capitalized deferred financing fees.

The Company's effective tax rates in fiscal 2014 and fiscal 2013 were 26.2% and 20.9%, respectively. The higher effective tax rate in fiscal 2014 reflects a greater proportion of income generated in higher tax jurisdictions, primarily the U.S., compared to 2013. In addition, the 2013 tax rate reflects higher acquisition-related integration costs that are deductible primarily in high statutory tax rate jurisdictions.

The Company's effective tax rates in fiscal 2013 and fiscal 2012 were 20.9% and 14.2%, respectively. The lower effective tax rate in fiscal 2012 reflects the non-recurring benefits of a favorable court decision in the first half of fiscal 2012 in a foreign tax jurisdiction supporting the Company's long-term global tax planning strategies. The tax rate in fiscal 2013 also reflects the deductibility of acquisition-related transaction and integration costs in primarily high statutory tax rate jurisdictions.

The Company maintains management and operational activities in overseas subsidiaries, and its foreign earnings are taxed at rates that are generally lower than the U.S. federal statutory income tax rate. A significant amount of the Company's earnings is generated by its Canadian, European and Asian subsidiaries and, to a lesser extent, in jurisdictions that are not subject to income tax. The Company has not provided for U.S. taxes for earnings generated in foreign jurisdictions because it intends to reinvest these earnings indefinitely outside the U.S. However, if certain foreign earnings previously treated as permanently reinvested are repatriated, the additional U.S. tax liability could have a material adverse effect on the Company's results of operations and financial position.

Table of Contents

REPORTABLE OPERATING SEGMENTS

The Company has three reportable operating segments. The Company's operating segments are determined on the basis of how the Company internally reports and evaluates financial information used to make operating decisions. The Company's reportable operating segments are:

- **Lifestyle Group**, consisting of *Sperry Top-Sider®* footwear and apparel, *Stride Rite®* footwear and apparel, *Hush Puppies®* footwear and apparel, *Keds®* footwear and apparel and *Soft Style®* footwear;
- **Performance Group**, consisting of *Merrell®* footwear and apparel, *Saucony®* footwear and apparel, *Chaco®* footwear, *Patagonia®* footwear and *Cushe®* footwear; and
- **Heritage Group**, consisting of *Wolverine®* footwear and apparel, *Cat®* footwear, *Bates®* uniform footwear, *Sebago®* footwear and apparel, *Harley-Davidson®* footwear and *HyTest®* safety footwear.

The Company also reports "Other" and "Corporate" categories. The Other category consists of the Company's multi-brand consumer-direct business, leather marketing operations and sourcing operations that include third-party commission revenues. The Corporate category consists of unallocated corporate expenses, including acquisition-related transaction and integration costs and restructuring costs.

The reportable operating segment results for fiscal years 2014, 2013 and 2012 are as follows:

(In millions)	Fiscal Year 2014	Fiscal Year 2013	Change	Percent Change	Fiscal Year 2013	Fiscal Year 2012	Change	Percent Change
Revenue:								
Lifestyle Group	**$ 1,059.3**	$ 1,086.6	$ (27.3)	(2.5)%	$ 1,086.6	$ 309.6	$ 777.0	251.0 %
Performance Group	**990.7**	945.8	44.9	4.7	945.8	674.6	271.2	40.2
Heritage Group	**607.0**	567.4	39.6	7.0	567.4	563.9	3.5	0.6
Other	**104.1**	91.3	12.8	14.0	91.3	92.7	(1.4)	(1.5)
Total	**$ 2,761.1**	$ 2,691.1	$ 70.0	2.6 %	$ 2,691.1	$ 1,640.8	$ 1,050.3	64.0 %

(In millions)	Fiscal Year 2014	Fiscal Year 2013	Change	Percent Change	Fiscal Year 2013	Fiscal Year 2012	Change	Percent Change
Operating profit (loss):								
Lifestyle Group	**$ 130.2**	$ 168.2	$ (38.0)	(22.6)%	$ 168.2	$ 44.6	$ 123.6	277.1 %
Performance Group	**197.6**	179.8	17.8	9.9	179.8	128.4	51.4	40.0
Heritage Group	**95.4**	85.7	9.7	11.3	85.7	83.5	2.2	2.6
Other	**3.9**	0.2	3.7	1,850.0	0.2	(1.1)	1.3	118.2
Corporate	**(197.2)**	(241.6)	44.4	18.4	(241.6)	(141.7)	(99.9)	(70.5)
Total	**$ 229.9**	$ 192.3	$ 37.6	19.6 %	$ 192.3	$ 113.7	$ 78.6	69.1 %

Further information regarding the reportable operating segments can be found in Note 15 to the consolidated financial statements.

Lifestyle Group

The Lifestyle Group's revenue decreased $27.3 million, or 2.5%, in fiscal 2014 compared to fiscal 2013. The negative growth rate was driven by a mid single-digit revenue decline for *Sperry Top-Sider®*, a high single-digit decline for *Hush Puppies®* and a low single-digit decline for *Stride Rite®*. The *Sperry Top-Sider®* decline was driven by decreases in the domestic boat shoe category and a distribution channel realignment in the family channel, partially offset by sales from new retail stores. The *Hush Puppies®* decline was due to strategic reductions in the U.S. department store channel, while the Company believes the *Stride Rite®* decline was impacted by lower retail store traffic and negative weather trends. These declines were partially offset by growth in the high teens for *Keds®*, driven by continued marketing investment in support of the brand.

The Lifestyle Group's operating profit decreased $38.0 million, or 22.6%, in fiscal 2014 compared to fiscal 2013. The decrease was due primarily to the revenue decline and negative product mix for *Sperry Top-Sider®* and a lower gross margin for *Stride Rite®* due to retail store close-out activities. Partially offsetting these declines was a higher operating profit for *Keds®* due to higher revenues.

The Lifestyle Group's revenue increased $777.0 million, or 251.0%, in fiscal 2013 compared to fiscal 2012. The revenue increase in fiscal 2013 was due to the full year inclusion of the *Sperry Top-Sider®*, *Stride Rite®* and *Keds®* brands. The Lifestyle Group's operating profit increased $123.6 million, or 277.1%, in fiscal 2013 compared to fiscal 2012. *Hush Puppies®* operating profit increased at a growth rate in the mid teens due primarily to a mid single-digit reduction in selling, general and administrative costs.

The remainder of the operating profit increase in fiscal 2013 was due to the full year inclusion of the *Sperry Top-Sider*®, *Stride Rite*® and *Keds*® brands.

Performance Group

The Performance Group's revenue increased $44.9 million, or 4.7%, in fiscal 2014 compared to fiscal 2013. The positive growth rate was driven by high single-digit growth from *Saucony*®, low single-digit growth from *Merrell*® and growth in the mid twenties from *Chaco*®. *Saucony*® benefited from growth in its franchise products and the lifestyle-oriented Originals product, *Merrell*® benefited from growth in its Performance Outdoor product category and *Chaco*® experienced increased demand for its core sandal product.

The Performance Group's operating profit increased $17.8 million, or 9.9%, in fiscal 2014 compared to fiscal 2013. The operating profit increase was due primarily to the revenue increases for *Merrell*®, *Saucony*® and *Chaco*® and gross margin expansion from *Merrell*® and *Chaco*® due to a reduction in low margin close-out sales.

The Performance Group's revenue increased $271.2 million, or 40.2%, in fiscal 2013 compared to fiscal 2012. The increase was due partially to the *Merrell*® brand's mid single-digit revenue increase. The remainder of the increase was due to the full year inclusion of the *Saucony*® brand.

The Performance Group's operating profit increased $51.4 million, or 40.0%, in fiscal 2013 compared to fiscal 2012. The *Merrell*® brand experienced operating income growth in the low single-digits. The remainder of the increase was due to the full year inclusion of the *Saucony*® brand.

Heritage Group

The Heritage Group's revenue increased $39.6 million, or 7.0%, in fiscal 2014 compared to fiscal 2013. The positive growth rate was driven by high single-digit growth from *Wolverine*®, high teen growth from *Cat*® and growth in the mid teens from *Harley-Davidson*®. *Wolverine*® benefited from growth in its Work, Outdoor and Heritage product collections. *Cat*® benefited from strong global demand and a higher mix of top-line international revenue. Partially offsetting these increases was a revenue decline in the mid teens for *Sebago*® due to poor sell through of key product categories.

The Heritage Group's operating profit increased $9.7 million, or 11.3%, in fiscal 2014 compared to fiscal 2013. The operating profit increase was due primarily to the revenue increases for *Wolverine*®, *Cat*® and *Harley-Davidson*®.

The Heritage Group's revenue increased $3.5 million, or 0.6%, in fiscal 2013 compared to fiscal 2012. The Heritage Group's operating profit increased $2.2 million, or 2.6%, in fiscal 2013 compared to fiscal 2012.

Corporate

Corporate expenses decreased $44.4 million in fiscal 2014 compared to fiscal 2013. Corporate expenses were favorably impacted by lower acquisition-related integration costs associated with the integration of the PLG business ($26.3 million), lower pension expense ($25.4 million) and incentive compensation expenses ($5.8 million), which were partially offset by incremental restructuring costs ($18.7 million).

Corporate expenses increased $99.9 million in fiscal 2013 compared to fiscal 2012. The drivers of the increase include $48.1 million of corporate expenses related to the full year inclusion of the acquired PLG business. The Company also incurred an incremental $4.5 million of acquisition-related transaction and integration costs, $7.6 million of restructuring costs related to its manufacturing operations in the Dominican Republic, incremental incentive compensation expenses of $13.1 million and incremental pension expense of $9.4 million. The remainder of the increase was due to various incremental corporate expenses due to the larger size and complexity of the Company.

LIQUIDITY AND CAPITAL RESOURCES

(In millions)	Fiscal Year 2014	2013	2012
Cash and cash equivalents	**$ 223.8**	$ 214.2	$ 171.4
Debt	**900.8**	1,150.0	1,250.0
Available revolving credit facility (1)	**196.4**	196.5	198.1
Cash provided by operating activities	**314.6**	202.3	91.6
Cash used in investing activities	**(34.8)**	(44.7)	(1,246.1)
Cash (used in) provided by financing activities	**(270.4)**	(112.8)	1,183.4
Additions to property, plant and equipment	**30.0**	41.7	14.9
Depreciation and amortization	**53.3**	56.2	27.7

(1) Amounts are net of both borrowings and outstanding standby letters of credit in accordance with the terms of the current revolving credit facility.

Liquidity

Cash and cash equivalents of $223.8 million as of January 3, 2015 were $9.6 million higher compared to December 28, 2013. In addition, the Company had $196.4 million available under a revolving credit agreement (the "Revolving Credit Facility") as of January 3, 2015.

At January 3, 2015, the Company had $208.1 million of cash and cash equivalents located in foreign jurisdictions, in which the Company intends to permanently reinvest these funds. The Company had outstanding standby letters of credit under the Revolving Credit Facility of approximately $3.6 million at January 3, 2015.

Operating Activities

The principal source of the Company's operating cash flow is net earnings, including cash receipts from the sale of the Company's products, net of costs of goods sold.

Higher earnings performance during fiscal 2014 along with the sale of certain accounts receivable drove the increase in cash from operations compared to fiscal 2013. During fiscal 2014, a decrease in net working capital represented a source of cash of $86.9 million. Working capital balances were favorably impacted by a decrease in accounts receivable of $76.5 million due primarily to the cash inflow of $65.5 million related to the sales of certain accounts receivable described above, partially offset by an increase in other operating assets of $17.8 million. An increase in accounts payable and other operating liabilities represented a source of cash of $16.2 million and $9.1 million, respectively, in fiscal 2014.

During fiscal 2013, an increase in net working capital represented a use of cash of $2.5 million. Working capital balances were negatively impacted by an increase in accounts receivable of $41.3 million, which was partially offset by a decrease in inventory and other operating assets of $35.1 million and $12.8 million, respectively. A decrease in accounts payable represented a use of cash of $26.5 million, which was partially offset by an increase of $17.4 million from other operating liabilities.

Investing Activities

The Company made capital expenditures of $30.0 million in fiscal 2014 compared to $41.7 million in fiscal 2013. The decrease in capital expenditures during fiscal 2014 was primarily due to fewer new retail stores being opened. The majority of the Company's capital expenditures in both years were for retail store investments, information system enhancements and building improvements.

The Company made capital expenditures of $41.7 million in fiscal 2013 compared to $14.9 million in fiscal 2012. The increase in capital expenditures was due to the acquisition of PLG in the fourth quarter of fiscal 2012 and the resulting larger scale and scope of the Company. Included in investing activities in fiscal 2013 were net cash proceeds of $2.8 million from the sale of a distribution facility acquired as part of the PLG acquisition. The Company leases machinery, equipment and certain warehouse, office and retail store space under operating lease agreements that expire at various dates through 2023.

Financing Activities

On October 9, 2012, the Company entered into a credit agreement with a bank syndicate in connection with the PLG acquisition. The Credit Agreement provided the Company with two term loans (a "Term Loan A Facility" and a "Term Loan B Facility") and the Revolving Credit Facility. On October 10, 2013, the Company amended the Credit Agreement (the "Amendment") and paid off the outstanding balance of the Term Loan B Facility while increasing the principal balance of the Term Loan A Facility to $775.0 million. The Amendment provided for a lower effective interest rate on term loan debt and a one-year extension on both the Term Loan A Facility and Revolving Credit Facility. In addition, the Amendment provided for increased debt capacity limited to an aggregate debt amount (including outstanding term loan principal and revolver commitment amounts in addition to permitted incremental debt) not to exceed $1,350.0 million. The Company incurred $1.3 million of debt extinguishment costs during the fourth quarter of fiscal 2014 due to accelerating the amortization of capitalized deferred financing fees in relation to debt repayments. The Company incurred $13.1 million of debt extinguishment costs during the fourth quarter of fiscal 2013 in connection with the refinancing of the Company's debt. These costs represent a write-off of previously capitalized deferred financing fees.

On October 9, 2012, the Company issued $375.0 million of senior notes, which bear interest at a 6.125% fixed rate and are due in 2020. During the third quarter of fiscal 2013, the Company exchanged the senior notes (the "Public Bonds"). Related interest payments are due semi-annually. The Public Bonds are guaranteed by substantially all of the Company's domestic subsidiaries.

The Company used the borrowings under the term loan facilities, together with the net proceeds from the senior notes and cash on hand, to finance the PLG acquisition, repay any amounts outstanding under prior indebtedness, terminate its prior revolving credit facility and provide for the working capital needs of the Company, including the payment of transaction expenses in connection with the acquisition. As of January 3, 2015, the Company was in compliance with all covenants and performance ratios.

The Company's debt at January 3, 2015 was $900.8 million compared to $1,150.0 million at December 28, 2013. The net decrease in debt was primarily a result of principal payments on the Term Loan A Facility, including $200.0 million of voluntary debt payments during fiscal 2014. The decrease in debt during fiscal 2013 was primarily a result of principal payments, including $85.0 million of voluntary debt payments. The Company had outstanding standby letters of credit under the Revolving Credit Facility totaling approximately $3.6 million at January 3, 2015.

During fiscal 2014, the Company entered into a $5.0 million (or the equivalent amount in Chinese Renminbi) revolving line of credit. The facility is uncommitted and, therefore, each borrowing against the facility is subject to approval by the lender. As of January 3, 2015, there were no borrowings against this facility.

Subsequent to the end of fiscal 2014, the Company made voluntary debt payments of $58.0 million on the Term Loan A Facility.

Cash flow from operating activities, along with borrowings on the Revolving Credit Facility, if any, are expected to be sufficient to meet the Company's working capital needs for the foreseeable future. Any excess cash flows from operating activities are expected to be used to reduce debt, fund internal and external growth initiatives, purchase property, plant and equipment, pay dividends or repurchase the Company's common stock.

On February 12, 2014, the Company's Board of Directors approved a common stock repurchase program that authorizes the repurchase of up to $200.0 million in common stock over a four-year period, although the annual amount of any stock repurchases are restricted under the terms of the Credit Agreement. The Company did not repurchase any shares of Company common stock in fiscal 2014 or fiscal 2013 under a stock repurchase program and repurchased $2.4 million of Company stock during fiscal 2012. In addition to the share repurchase program activity, the Company acquired $10.5 million and $0.8 million of shares in fiscal years 2014 and 2013, respectively, in connection with employee transactions related to stock incentive plans.

On July 11, 2013, the Company's Board of Directors approved a two-for-one stock split in the form of a stock dividend which was paid on November 1, 2013 to stockholders of record on October 1, 2013.

The Company declared cash dividends of $0.24 per share in fiscal years 2014, 2013 and 2012. Dividends paid totaled $24.0 million, $23.7 million and $23.6 million, for fiscal years 2014, 2013 and 2012, respectively.

NEW ACCOUNTING STANDARDS

Refer to Note 2 of the consolidated financial statements for information related to new accounting standards.

CRITICAL ACCOUNTING POLICIES

The preparation of the Company's consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the U.S. ("U.S. GAAP"), requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. On an ongoing basis, management evaluates these estimates. Estimates are based on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Historically, actual results have not been materially different from the Company's estimates. However, actual results may differ materially from these estimates under different assumptions or conditions.

The Company has identified the following critical accounting policies used in determining estimates and assumptions in the amounts reported. Management believes that an understanding of these policies is important to an overall understanding of the Company's consolidated financial statements.

Revenue Recognition

Revenue is recognized on the sale of products manufactured or sourced by the Company when the related goods have been shipped, legal title has passed to the customer and collectability is reasonably assured. Revenue generated through licensees and distributors involving products bearing the Company's trademarks is recognized as earned according to stated contractual terms upon either the purchase or shipment of branded products by licensees and distributors. Retail store revenue is recognized at time of sale.

The Company records provisions for estimated sales returns and allowances at the time of sale based on historical rates of returns and allowances and specific identification of outstanding returns not yet received from customers. However, estimates of actual returns and allowances in any future period are inherently uncertain and actual returns and allowances for the relevant periods may differ from these estimates. If actual or expected future returns and allowances were significantly greater or less than established reserves, an adjustment to net revenues would be recorded in the period the determination was made.

Accounts Receivable

The Company maintains an allowance for uncollectible accounts receivable for estimated losses resulting from its customers' failure to make required payments. Company management evaluates the allowance for uncollectible accounts receivable based on a review of current customer status and historical collection experience. Historically, losses have been within the Company's expectations. Adjustments to these estimates may be required if the financial condition of the Company's customers were to change. If the Company were to determine adjustments to the allowance for uncollectible accounts were appropriate, the Company would record either an increase or decrease to general and administrative expenses in the period in which the Company made such a determination.

Inventory

The Company values its inventory at the lower of cost or market. Cost is determined by the LIFO method for all domestic raw materials and work-in-process inventories and certain domestic finished goods inventories. Cost is determined using the first-in, first-out ("FIFO") method for all raw materials, work-in-process and finished goods inventories in foreign countries; certain domestic finished goods inventories; and for all finished goods inventories of the Company's consumer-direct business, due to the unique nature of those operations.The Company has applied these inventory cost valuation methods consistently from year to year.

The Company reduces the carrying value of its inventories to the lower of cost or market for excess or obsolete inventories based upon assumptions about future demand and market conditions. If the Company were to determine that the estimated market value of its inventory is less than the carrying value of such inventory, the Company would provide a reserve for such difference as a charge to cost of sales. If actual market conditions are different from those projected, adjustments to those inventory reserves may be required. The adjustments would increase or decrease the Company's cost of sales and net income in the period in which they were realized or recorded. Inventory quantities are verified at various times throughout the year by performing physical inventory counts and subsequently comparing those results to perpetual inventory balances. If the Company determines that adjustments to the inventory quantities are appropriate, an adjustment to the Company's cost of goods sold and inventory is recorded in the period in which such determination was made.

Acquisitions

The Company accounts for acquired businesses using the purchase method of accounting. Under the purchase method, the Company's consolidated financial statements include the operations of an acquired business starting from the date of acquisition. In addition, the assets acquired and liabilities assumed must be recorded at the date of acquisition at their respective estimated fair values, with any excess of the purchase price over the estimated fair values of the net assets acquired recorded as goodwill.

Significant judgment is required in estimating the fair value of intangible assets and in assigning their respective useful lives. Accordingly, the Company typically obtains the assistance of third-party valuation specialists for significant items. The fair value estimates are based on available historical information and on future expectations and assumptions deemed reasonable by management.

The Company typically uses an income method to estimate the fair value of intangible assets, which is based on forecasts of the expected future cash flows attributable to the respective assets. Significant estimates and assumptions inherent in the valuations reflect a consideration of other marketplace participants and include the amount and timing of future cash flows (including expected growth rates and profitability), the underlying product or technology life cycles, the economic barriers to entry and the discount rate applied to the cash flows. Unanticipated market or macroeconomic events and circumstances may occur that could affect the accuracy or validity of the estimates and assumptions.

Determining the useful life of an intangible asset also requires judgment. Certain intangibles are expected to have indefinite lives based on their history and the Company's plans to continue to support and build the acquired brands. Other acquired intangible assets (e.g., certain patents, customer relationships and technologies) are expected to have determinable useful lives. The Company's assessment as to those intangibles that have an indefinite life and those that have a determinable life is based on a number of factors, including competitive environment, market share, underlying product life cycles, operating plans and the macroeconomic environment of the countries in which the brands are sold. The Company's estimates of the useful lives of determinable-lived intangibles are based primarily on these same factors. All of the Company's acquired technology and customer-related intangibles are expected to have determinable useful lives. The costs of determinable-lived intangibles are amortized to expense over their estimated lives.

Goodwill and Indefinite-Lived Intangibles

Goodwill and intangible assets deemed to have indefinite lives are not amortized, but are subject to impairment tests at least annually. The Company reviews the carrying amounts of goodwill and indefinite-lived intangible assets by reporting unit at least annually, or when indicators of impairment are present, to determine if such assets may be impaired. If the carrying amounts of these assets are not recoverable based upon discounted cash flow and market approach analyses, the carrying amounts of such assets are reduced by the estimated difference between the carrying values and estimated fair values. The Company includes assumptions about expected future operating performance as part of a discounted cash flow analysis to estimate fair value.

For goodwill, if the estimated fair value of the reporting unit exceeds its carrying value, no further review is required. However, if the estimated fair value of the reporting unit is less than its carrying value, the Company performs the second step of the goodwill impairment test to determine the impairment charge, if any. The second step involves a hypothetical allocation of the estimated fair value of the reporting unit to its net tangible and intangible assets (excluding goodwill) as if the reporting unit were newly acquired, which results in an implied fair value of the goodwill. The amount of the impairment charge is the excess of the recorded goodwill over the implied fair value of the goodwill.

The Company may first assess qualitative factors to determine whether it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying value. The Company would not be required to quantitatively determine the fair value of the indefinite-lived intangible unless the Company determines, based on the qualitative assessment, that it is more likely than not that its fair value is less than the carrying value. The Company may skip the qualitative assessment and quantitatively test indefinite-lived intangibles by comparison of the individual carrying values to the fair value. Future cash flows of the individual indefinite-lived intangible assets are used to measure their fair value after consideration by management of certain assumptions, such as forecasted growth rates and cost of capital, which are derived from internal projections and operating plans.

The Company performs its annual testing for goodwill and indefinite-lived intangible asset impairment at the beginning of the fourth quarter of the fiscal year for all reporting units. The Company did not recognize any impairment charges for goodwill or indefinite-lived intangible assets during the fiscal years 2014, 2013 or 2012, as the annual impairment testing indicated that all reporting unit goodwill and indefinite-lived intangible asset fair values exceeded their respective carrying values.

Income Taxes

The Company maintains certain strategic management and operational activities in overseas subsidiaries, and its foreign earnings are taxed at rates that are generally lower than the U.S. federal statutory income tax rate. A significant amount of the Company's earnings are generated by its Canadian, European and Asian subsidiaries and, to a lesser extent, in jurisdictions that are not subject to income tax. The Company has not provided for U.S. taxes for earnings generated in foreign jurisdictions because it plans to reinvest these earnings indefinitely outside the U.S. However, if certain foreign earnings previously treated as permanently reinvested are repatriated, the additional U.S. tax liability could have a material adverse effect on the Company's results of operations and financial position. Income tax audits associated with the allocation of this income and other complex issues may require an extended period of time to resolve and may result in income tax adjustments if changes to the income allocation are required between jurisdictions with different income tax rates. Because income tax adjustments in certain jurisdictions can be significant, the Company records accruals representing management's best estimate of the resolution of these matters. To the extent additional information becomes available, such accruals are adjusted to reflect the revised estimated outcome. The carrying value of the Company's deferred tax assets assumes that the Company will be able to generate sufficient taxable income in future years to utilize these deferred tax assets. If these assumptions change, the Company may be required to record valuation allowances against its gross deferred tax assets in future years, which would cause the Company to record additional income tax expense in its consolidated statements of operations. Management evaluates the potential that the Company will be able to realize its gross deferred tax assets and assesses the need for valuation allowances on a quarterly basis.

On a periodic basis, the Company estimates the full year effective tax rate and records a quarterly income tax provision in accordance with the projected full year rate. As the fiscal year progresses, that estimate is refined based upon actual events and the distribution of earnings in each tax jurisdiction during the year. This continual estimation process periodically results in a change to the expected effective tax rate for the fiscal year. When this occurs, the Company adjusts the income tax provision during the quarter in which the change in estimate occurs so that the year-to-date provision reflects the revised anticipated annual rate.

Retirement Benefits

The determination of the obligation and expense for retirement benefits is dependent on the selection of certain actuarial assumptions used in calculating such amounts. These assumptions include, among others, the discount rate, expected long-term rate of return on plan assets, mortality rates and rates of increase in compensation. These assumptions are reviewed with the Company’s actuaries and updated annually based on relevant external and internal factors and information, including, but not limited to, long-term expected asset returns, rates of termination, regulatory requirements and plan changes.

The Company utilizes a bond matching calculation to determine the discount rate used to calculate its year-end pension liability and subsequent fiscal year pension expense. A hypothetical bond portfolio is created based on a presumed purchase of individual bonds to settle the plan’s expected future benefit payments. The discount rate is the resulting yield of the hypothetical bond portfolio. The bonds selected are listed as high grade by at least two recognized ratings agency and are non-callable, currently purchasable and non-prepayable. The calculated discount rate was 4.37% at January 3, 2015 compared to 5.26% at December 28, 2013. Pension expense is also impacted by the expected long-term rate of return on plan assets, which the Company has determined to be 7.50% for fiscal 2015. This determination is based on both actual historical rates of return experienced by the pension assets and the long-term rate of return of a composite portfolio of equity and fixed income securities that reflects the approximate diversification of the pension assets.

Stock-Based Compensation

The Company accounts for stock-based compensation in accordance with the fair value recognition provisions of Financial Accounting Standards Board (“FASB") Accounting Standards Codification ("ASC") Topic 718, *Compensation – Stock Compensation* ("ASC 718"). The Company utilizes the Black-Scholes model, which requires the input of subjective assumptions to calculate the amount to expense in the consolidated statements of operations related to stock options granted to employees. These assumptions include estimating (a) the length of time employees will retain their vested stock options before exercising them (“expected term”), (b) the volatility of the Company’s common stock price over the expected term and (c) the number of options that are expected to be forfeited. Changes in these assumptions can materially affect the estimate of fair value of stock-based compensation and, consequently, the related expense amounts recognized in the consolidated statements of operations.

OFF-BALANCE SHEET ARRANGEMENTS

The Company has no off-balance sheet arrangements as of January 3, 2015.

CONTRACTUAL OBLIGATIONS

As of January 3, 2015, the Company had the following payments under contractual obligations due by period:

(In millions)	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Operating leases	$ 323.1	$ 50.9	$ 84.1	$ 62.3	$ 125.8
Capital lease	0.8	0.1	0.2	0.2	0.3
Debt obligations [1]	1,065.1	80.4	177.6	414.0	393.1
Purchase obligations [2]	449.1	449.1	—	—	—
Deferred compensation	2.8	0.5	0.9	0.8	0.6
Supplemental Executive Retirement Plan	40.4	3.7	8.0	8.0	20.7
Dividends declared	6.2	6.2	—	—	—
Minimum royalties	1.8	1.8	—	—	—
Minimum advertising	26.4	8.7	5.5	5.9	6.3
Total [3]	$ 1,915.7	$ 601.4	$ 276.3	$ 491.2	$ 546.8

(1) Includes principal and interest payments on the Company’s debt, net of the impact of the interest rate swap. Estimated future interest payments on outstanding debt obligations are based on interest rates as of January 3, 2015. Actual cash outflows may differ significantly due to changes in underlying interest rates. See Note 10 to the consolidated financial statements for additional information on the Company's interest rate swap.

(2) Purchase obligations related primarily to inventory and capital expenditure commitments.

(3) The Company adopted FASB ASC Topic 740, *Income Taxes,* on December 31, 2006. The total amount of unrecognized tax benefits on the consolidated balance sheet at January 3, 2015 is $8.6 million. At this time, the Company is unable to make a reasonably reliable estimate of the timing of payments in individual years beyond 12 months due to uncertainties in the timing of tax audit outcomes. As a result, this amount is not included in the table above.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

In the normal course of business, our financial position and results of operations are routinely subject to a variety of risks, including market risk associated with interest rate movements on borrowings and investments and currency rate movements on non-U.S. dollar denominated assets, liabilities and cash flows. The Company regularly assesses these risks and has established policies and business practices that should mitigate a portion of the adverse effect of these and other potential exposures.

Foreign Exchange Risk

The Company faces market risk to the extent that changes in foreign currency exchange rates affect the Company's foreign assets, liabilities and inventory purchase commitments. The Company manages these risks by attempting to denominate contractual and other foreign arrangements in U.S. dollars.

Under the provisions of FASB ASC Topic 815, *Derivatives and Hedging* ("ASC 815"), the Company is required to recognize all derivatives on the balance sheet at fair value. Derivatives that are not qualifying hedges must be adjusted to fair value through earnings. If a derivative is a qualifying hedge, depending on the nature of the hedge, changes in the fair value of derivatives are either offset against the change in fair value of the hedged assets, liabilities or firm commitments through earnings or recognized in accumulated other comprehensive income until the hedged item is recognized in earnings.

The Company conducts wholesale operations outside of the U.S. in Canada, continental Europe, United Kingdom and Colombia where the functional currencies are primarily the Canadian dollar, euro, British pound and Colombian peso, respectively. The Company utilizes foreign currency forward exchange contracts to manage the volatility associated with U.S. dollar inventory purchases made by non-U.S. wholesale operations in the normal course of business. At January 3, 2015 and December 28, 2013, the Company had outstanding forward currency exchange contracts to purchase U.S. dollars in the amounts of $141.6 million and $129.1 million, with maturities ranging up to 336 and 364 days, respectively.

Through the end of fiscal 2014, the Company had sourcing locations in Asia, where financial statements reflect the U.S. dollar as the functional currency. However, operating costs are paid in the local currency. Revenue generated by the Company from third-party foreign licensees is calculated in the local currencies, but paid in U.S. dollars. Accordingly, the Company's reported results are subject to foreign currency exposure for this stream of revenue and expenses. Any associated foreign currency gains or losses on the settlement of local currency amounts are reflected within the Company's consolidated statement of operations.

Assets and liabilities outside the U.S. are primarily located in the United Kingdom, Canada and the Netherlands. The Company's investments in foreign subsidiaries with a functional currency other than the U.S. dollar are generally considered long-term. Accordingly, the Company currently does not hedge these net investments. At January 3, 2015, a stronger U.S. dollar compared to foreign currencies versus fiscal 2013 decreased the value of these investments in net assets by $17.4 million. At December 28, 2013, a stronger U.S. dollar compared to foreign currencies versus fiscal 2012 decreased the value of these investments in net assets by $5.4 million.

Interest Rate Risk

The Company is exposed to interest rate changes primarily as a result of interest expense on borrowings used to finance acquisitions and working capital requirements. The Company's total variable-rate debt was $525.2 million at the end of fiscal 2014 and the Company held one interest rate swap agreement denominated in U.S. dollars that effectively converts $405.4 million of its variable-rate debt to fixed-rate debt. The interest rate swap derivative instrument is held and used by the Company as a tool for managing interest rate risk. The counterparty to the swap instrument is a large financial institution that the Company believes is of high-quality creditworthiness. While the Company may be exposed to potential losses due to the credit risk of non-performance by this counterparty, such losses are not anticipated. The fair value of the interest rate swap was determined to be $0.6 million at the end of fiscal 2014 and was recorded within other assets. As of January 3, 2015, the weighted-average interest rate on the Company's variable-rate debt was approximately 1.9%. Based on the level of variable-rate debt outstanding as of that date, a 100 basis point increase in the weighted-average interest rate would have increased the Company's annual pre-tax interest expense by approximately $1.2 million.

The Company does not enter into contracts for speculative or trading purposes, nor is it a party to any leveraged derivative instruments.

Item 8. Financial Statements and Supplementary Data

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Consolidated Financial Statements

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Statements of Operations

	Fiscal Year		
(In millions, except per share data)	**2014**	2013	2012
Revenue	**$ 2,761.1**	$ 2,691.1	$ 1,640.8
Cost of goods sold	**1,673.8**	1,619.0	1,008.1
Acquisition-related transaction and integration costs	**—**	—	4.5
Restructuring costs	**1.0**	7.6	—
Gross profit	**1,086.3**	1,064.5	628.2
Selling, general and administrative expenses	**815.2**	830.0	482.0
Acquisition-related transaction and integration costs	**15.2**	41.5	32.5
Restructuring costs	**26.0**	0.7	—
Operating profit	**229.9**	192.3	113.7
Other expenses:			
Interest expense, net	**45.4**	52.0	14.0
Acquisition-related interest expense	**—**	—	5.2
Debt extinguishment costs	**1.3**	13.1	—
Other expense (income), net	**1.7**	(0.5)	0.3
Total other expenses	**48.4**	64.6	19.5
Earnings before income taxes	**181.5**	127.7	94.2
Income taxes	**47.6**	26.7	13.4
Net earnings	**133.9**	101.0	80.8
Less: net earnings attributable to noncontrolling interest	**0.8**	0.6	0.1
Net earnings attributable to Wolverine World Wide, Inc.	**$ 133.1**	$ 100.4	$ 80.7
Net earnings per share (see Note 3):			
Basic	**$ 1.33**	$ 1.01	$ 0.84
Diluted	**$ 1.30**	$ 0.99	$ 0.81

See accompanying notes to consolidated financial statements.

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Statements of Comprehensive Income

	Fiscal Year		
(In millions)	**2014**	2013	2012
Net earnings	**$ 133.9**	$ 101.0	$ 80.8
Other comprehensive income (loss), net of tax:			
Foreign currency translation adjustments	**(18.5)**	(5.4)	5.7
Effective portion of changes related to foreign exchange contracts:			
Net gain (loss) arising during the period, net of taxes of $4.1, $0.2 and $1.0	**9.1**	(0.4)	(2.1)
Reclassification adjustments into cost of goods sold, net of taxes of $(0.2), $(0.6) and $1.3	**0.3**	1.3	(2.9)
Unrealized gain (loss) on interest rate swap, net of taxes of $0.1, $(0.8) and $0.5	**(0.2)**	1.6	(1.0)
Pension adjustments:			
Net actuarial gain (loss) arising during the period, net of taxes of $19.6, $(33.1) and $16.0	**(36.3)**	61.4	(29.8)
Amortization of prior actuarial losses, net of taxes of $(2.6), $(10.7) and $(7.3)	**4.8**	19.7	13.5
Amortization of prior service cost	**0.1**	0.1	0.1
Settlement gain included in net income, net of taxes of $0.3	**(0.7)**	—	—
Other comprehensive (loss) income	**(41.4)**	78.3	(16.5)
Comprehensive income	**92.5**	179.3	64.3
Less: comprehensive (loss) income attributable to noncontrolling interest	**(0.3)**	0.5	—
Comprehensive income attributable to Wolverine World Wide, Inc.	**$ 92.8**	$ 178.8	$ 64.3

See accompanying notes to consolidated financial statements.

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Balance Sheets

(In millions, except share data)	January 3, 2015	December 28, 2013
ASSETS		
Current assets:		
Cash and cash equivalents	**$ 223.8**	$ 214.2
Accounts receivable, less allowances:		
January 3, 2015 – $41.0		
December 28, 2013 – $37.8	**312.7**	398.1
Inventories:		
Finished products	**398.1**	406.0
Raw materials and work-in-process	**15.9**	22.2
Total inventories	**414.0**	428.2
Deferred income taxes	**28.1**	29.1
Prepaid expenses and other current assets	**63.6**	48.4
Total current assets	**1,042.2**	1,118.0
Property, plant and equipment:		
Gross cost	**415.3**	416.1
Accumulated depreciation	**(278.5)**	(264.2)
Property, plant and equipment, net	**136.8**	151.9
Other assets:		
Goodwill	**438.8**	445.3
Indefinite-lived intangibles	**690.5**	690.5
Amortizable intangibles, net	**112.1**	126.7
Deferred income taxes	**2.8**	3.4
Deferred financing costs, net	**16.5**	22.0
Other	**64.8**	64.4
Total other assets	**1,325.5**	1,352.3
Total assets	**$ 2,504.5**	$ 2,622.2

See accompanying notes to consolidated financial statements.

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Balance Sheets – continued

(In millions, except share data)	January 3, 2015	December 28, 2013
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	**$ 149.4**	$ 135.2
Accrued salaries and wages	**36.1**	41.5
Other accrued liabilities	**108.5**	99.3
Current maturities of long-term debt	**46.7**	53.3
Total current liabilities	**340.7**	329.3
Long-term debt, less current maturities	**854.1**	1,096.7
Accrued pension liabilities	**128.1**	74.2
Deferred income taxes	**217.0**	253.9
Other liabilities	**26.6**	26.7
Stockholders' equity		
Wolverine World Wide, Inc. stockholders' equity:		
Common stock – par value $1, authorized 320,000,000 shares; shares issued (including shares in treasury):		
January 3, 2015 – 102,253,150 shares		
December 28, 2013 – 100,817,972 shares	**102.3**	100.8
Additional paid-in capital	**40.1**	5.0
Retained earnings	**852.2**	743.1
Accumulated other comprehensive loss	**(49.5)**	(9.2)
Cost of shares in treasury:		
January 3, 2015 – 416,812 shares		
December 28, 2013 – 72,514 shares	**(11.6)**	(2.1)
Total Wolverine World Wide, Inc. stockholders' equity	**933.5**	837.6
Noncontrolling interest	**4.5**	3.8
Total stockholders' equity	**938.0**	841.4
Total liabilities and stockholders' equity	**$ 2,504.5**	$ 2,622.2

See accompanying notes to consolidated financial statements.

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flow

(In millions)	Fiscal Year 2014	2013	2012
OPERATING ACTIVITIES			
Net earnings	**$ 133.9**	$ 101.0	$ 80.8
Adjustments necessary to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	**53.3**	56.2	27.7
Deferred income taxes	**(19.1)**	(27.8)	(4.2)
Stock-based compensation expense	**25.1**	28.2	15.0
Excess tax benefits from stock-based compensation	**(5.6)**	(3.4)	(9.9)
Pension contribution	**(3.9)**	(2.4)	(26.7)
Pension and SERP expense	**11.9**	37.3	27.9
Debt extinguishment costs	**1.3**	13.1	—
Restructuring costs	**27.0**	8.3	—
Cash payments related to restructuring costs	**(7.7)**	(1.4)	—
Other	**11.5**	(4.3)	4.8
Changes in operating assets and liabilities:			
Accounts receivable	**76.5**	(41.3)	15.1
Inventories	**2.9**	35.1	(29.4)
Other operating assets	**(17.8)**	12.8	(17.1)
Accounts payable	**16.2**	(26.5)	5.9
Other operating liabilities	**9.1**	17.4	1.7
Net cash provided by operating activities	**314.6**	202.3	91.6
INVESTING ACTIVITIES			
Business acquisition, net of cash acquired	**—**	—	(1,225.9)
Additions to property, plant and equipment	**(30.0)**	(41.7)	(14.9)
Proceeds from sales of property, plant and equipment	**—**	2.8	—
Investments in joint ventures	**(1.1)**	(2.5)	(2.9)
Other	**(3.7)**	(3.3)	(2.4)
Net cash used in investing activities	**(34.8)**	(44.7)	(1,246.1)
FINANCING ACTIVITIES			
Net repayments under revolving credit agreement	**—**	—	(11.0)
Borrowings of long-term debt	**—**	775.0	1,275.0
Payments of long-term debt	**(249.8)**	(875.0)	(25.5)
Payments of debt issuance costs	**—**	(2.3)	(40.1)
Cash dividends paid	**(24.0)**	(23.7)	(23.6)
Purchase of common stock for treasury	**—**	—	(2.4)
Purchases of shares under employee stock plans	**(10.5)**	(0.8)	(11.7)
Proceeds from the exercise of stock options	**7.3**	8.6	11.6
Excess tax benefits from stock-based compensation	**5.6**	3.4	9.9
Contributions from noncontrolling interest	**1.0**	2.0	1.2
Net cash (used in) provided by financing activities	**(270.4)**	(112.8)	1,183.4
Effect of foreign exchange rate changes	**0.2**	(2.0)	2.5
Increase in cash and cash equivalents	**9.6**	42.8	31.4
Cash and cash equivalents at beginning of the year	**214.2**	171.4	140.0
Cash and cash equivalents at end of the year	**$ 223.8**	$ 214.2	$ 171.4
OTHER CASH FLOW INFORMATION			
Interest paid	**$ 42.2**	$ 48.8	$ 10.0
Net income taxes paid	**$ 70.2**	$ 33.5	$ 16.3

See accompanying notes to consolidated financial statements.

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Statements of Stockholders' Equity

(In millions, except share and per share data)	Common Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Non-controlling Interest	Total
	Wolverine World Wide, Inc. Stockholders' Equity						
Balance as of December 31, 2011	$ 96.3	$ —	$ 553.4	$ (71.0)	$ —	$ —	$ 578.7
Net earnings			80.7			0.1	80.8
Other comprehensive loss				(16.5)		—	(16.5)
Shares issued under stock incentive plans, net of forfeitures (2,992,428 shares)	1.5						1.5
Stock-based compensation expense		15.0					15.0
Amounts associated with shares issued under stock incentive plans:							
Proceeds over par value		9.5					9.5
Income tax benefits		11.0					11.0
Issuance of performance shares (394,608 shares)		(0.2)					(0.2)
Issuance of treasury shares (20,766 shares)		—			0.5		0.5
Shares acquired for treasury (354,411 shares)					(14.1)		(14.1)
Cash dividends declared ($0.24 per share)			(23.7)				(23.7)
Capital contribution from noncontrolling interest						1.2	1.2
Impact of stock split in the form of a stock dividend	0.9	(35.3)	23.0		11.4		—
Balance as of December 29, 2012	$ 98.7	$ —	$ 633.4	$ (87.5)	$ (2.2)	$ 1.3	$ 643.7
Net earnings			100.4			0.6	101.0
Other comprehensive income (loss)				78.3		(0.1)	78.2
Shares issued under stock incentive plans, net of forfeitures (2,068,751 shares)	1.1						1.1
Stock-based compensation expense		28.2					28.2
Amounts associated with shares issued under stock incentive plans:							
Proceeds over par value		7.5					7.5
Income tax benefits		3.9					3.9
Issuance of performance shares (785,458 shares)		(0.4)					(0.4)
Issuance of treasury shares (26,590 shares)		—			0.6		0.6
Shares acquired for treasury (17,085 shares)					(0.8)		(0.8)
Cash dividends declared ($0.24 per share)			(23.6)				(23.6)
Capital contribution from noncontrolling interest						2.0	2.0
Impact of stock split in the form of stock dividend	1.0	(34.2)	32.9		0.3		—
Balance as of December 28, 2013	$ 100.8	$ 5.0	$ 743.1	$ (9.2)	$ (2.1)	$ 3.8	$ 841.4

See accompanying notes to consolidated financial statements

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Statements of Stockholders' Equity – continued

(In millions, except share and per share data)	Wolverine World Wide, Inc. Stockholders' Equity: Common Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Non-controlling Interest	Total
Balance as of December 28, 2013	$ 100.8	$ 5.0	$ 743.1	$ (9.2)	$ (2.1)	$ 3.8	$ 841.4
Net earnings			133.1			0.8	133.9
Other comprehensive loss				(40.3)		(1.1)	(41.4)
Shares issued under stock incentive plans, net of forfeitures (795,523 shares)	0.8	(0.8)					—
Shares issued for stock options exercised, net (639,655 shares)	0.7	6.6					7.3
Stock-based compensation expense		25.1					25.1
Income tax benefits from stock incentive plans		4.2					4.2
Cash dividends declared ($0.24 per share)			(24.0)				(24.0)
Issuance of treasury shares (35,484 shares)		—			1.0		1.0
Purchases of shares under employee stock plans (379,782 shares)					(10.5)		(10.5)
Capital contribution from noncontrolling interest						1.0	1.0
Balance as of January 3, 2015	$ 102.3	$ 40.1	$ 852.2	$ (49.5)	$ (11.6)	$ 4.5	$ 938.0

See accompanying notes to consolidated financial statements.

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
Fiscal Years Ended January 3, 2015, December 28, 2013 and December 29, 2012

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Wolverine World Wide, Inc. is a leading designer, manufacturer and marketer of a broad range of quality casual footwear and apparel; performance outdoor and athletic footwear and apparel; children's footwear, industrial work shoes, boots and apparel; and uniform shoes and boots. The Company's portfolio of owned and licensed brands includes: *Bates*®, *Cat*®, *Chaco*®, *Cushe*®, *Harley-Davidson*®, *Hush Puppies*®, *HyTest*®, *Keds*®, *Merrell*®, *Patagonia*®, *Saucony*®, *Sebago*®, *Soft Style*®, *Sperry Top-Sider*®, *Stride Rite*® and *Wolverine*®. Licensing and distribution arrangements with third parties extend the global reach of the Company's brand portfolio. The Company also operates a consumer-direct division to market both its own brands and branded footwear and apparel from other manufacturers, as well as a leathers division that markets *Wolverine Performance Leathers*™.

Principles of Consolidation

The consolidated financial statements include the accounts of Wolverine World Wide, Inc. and its majority-owned subsidiaries (collectively, the "Company"). All intercompany accounts and transactions have been eliminated in consolidation.

Fiscal Year

The Company's fiscal year is the 52- or 53-week period that ends on the Saturday nearest to December 31. Fiscal 2014 had 53 weeks and fiscal years 2013 and 2012 contained 52 weeks.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

Revenue Recognition

Revenue is recognized on the sale of products manufactured or sourced by the Company when the related goods have been shipped, legal title has passed to the customer and collectability is reasonably assured. Revenue generated through licensees and distributors involving products bearing the Company's trademarks is recognized as earned according to stated contractual terms upon either the purchase or shipment of branded products by licensees and distributors. Retail store revenue is recognized at time of sale.

The Company records provisions for estimated sales returns and allowances at the time of sale based on historical rates of returns and allowances and specific identification of outstanding returns not yet received from customers. However, estimates of actual returns and allowances in any future period are inherently uncertain and actual returns and allowances may differ from these estimates. If actual or expected future returns and allowances were significantly greater or less than established reserves, a reduction or increase to net revenues would be recorded in the period this determination was made.

Cost of Goods Sold

Cost of goods sold includes the actual product costs, including inbound freight charges and certain outbound freight charges, purchasing, sourcing, inspection and receiving costs. Warehousing costs are included in selling, general and administrative expenses.

Shipping and Handling Costs

Shipping and handling costs that are charged to and reimbursed by a customer are recognized as revenue, while the related expenses incurred by the Company are recorded as cost of goods sold.

Cash Equivalents

Cash equivalents include highly liquid investments with an original maturity of three months or less. Cash equivalents are stated at cost, which approximates market.

Allowance for Uncollectible Accounts

The Company maintains an allowance for uncollectible accounts receivable for estimated losses resulting from its customers' failure to make required payments. Company management evaluates the allowance for uncollectible accounts receivable based on a review of current customer status and historical collection experience.

Inventories

The Company values its inventory at the lower of cost or market. Cost is determined by the LIFO method for all domestic raw materials and work-in-process inventories and certain domestic finished goods inventories. Cost is determined using the FIFO method for all raw materials, work-in-process and finished goods inventories in foreign countries; certain domestic finished goods inventories; and for all finished goods inventories of the Company's consumer-direct business, due to the unique nature of those operations. The Company has applied these inventory cost valuation methods consistently from year to year.

Property, Plant and Equipment

Property, plant and equipment are stated on the basis of cost and include expenditures for computer hardware and software, store furniture and fixtures, office furniture and machinery and equipment. Normal repairs and maintenance are expensed as incurred.

Depreciation of property, plant and equipment is computed using the straight-line method. The depreciable lives range from 14 to 20 years for buildings and improvements, from 5 to 10 years for leasehold improvements and from 3 to 10 years for machinery, equipment and software.

Operating Leases

The Company leases its retail stores and certain distribution and office facilities under operating leases. In addition to the minimum lease payments, leases may include rent escalation clauses, contingent rental expense and lease incentives, including rent holidays and tenant improvement allowances. Rent expense is recognized on a straight-line basis over the term of the lease from the time at which the Company takes possession of the property. Landlord-provided tenant improvement allowances are recorded in other liabilities and amortized as a credit to rent expense over the term of the lease. Leasehold improvements are depreciated at the lesser of the estimated useful life or lease term, including reasonably-assured lease renewals as determined at lease inception.

Deferred Financing Costs

Deferred financing costs represent commitment fees, legal and other third-party costs associated with obtaining commitments for financing that result in a closing of such financings for the Company. These costs are amortized into earnings through interest expense over the terms of the respective agreements. Costs incurred in seeking financing transactions that do not close are expensed in the period in which it is determined that the financing will not close.

Acquisitions

The Company accounts for acquired businesses using the purchase method of accounting. Under the purchase method, the Company's consolidated financial statements include the operations of an acquired business from the date of acquisition. In addition, the assets acquired and liabilities assumed are recorded at the date of acquisition at their respective estimated fair values, with any excess of the purchase price over the estimated fair values of the net assets acquired recorded as goodwill.

The Company typically uses an income method to estimate the fair value of intangible assets, which is based on forecasts of the expected future cash flows attributable to the respective assets. Significant estimates and assumptions inherent in the valuations reflect a consideration of other marketplace participants and include the amount and timing of future cash flows (including expected growth rates and profitability), the underlying product or technology life cycles, the economic barriers to entry and the discount rate applied to the cash flows. Unanticipated market or macroeconomic events and circumstances may occur that could affect the accuracy or validity of the estimates and assumptions.

Determining the useful life of an intangible asset also requires judgment. Certain intangibles are expected to have indefinite lives based on their history and the Company's plans to continue to support and build the acquired brands. Other acquired intangible assets (e.g., certain trademarks or brands, customer relationships, patents and technologies) are expected to have determinable useful lives. The Company's assessment as to trademarks and brands that have an indefinite life and those that have a determinable life is based on a number of factors including competitive environment, market share, trademark and/or brand history, underlying product life cycles, operating plans and the macroeconomic environment of the countries in which the trademarks or brands are sold. The Company's estimates of the useful lives of determinable-lived intangibles are based primarily on these same factors. All of the Company's acquired technology and customer-related intangibles are expected to have determinable useful lives. The costs of determinable-lived intangibles are amortized to expense over their estimated lives.

Goodwill and Other Intangibles

Goodwill represents the excess of the purchase price over the fair value of net tangible and identifiable intangible assets of acquired businesses. Indefinite-lived intangibles include trademarks and trade names. Goodwill and intangible assets deemed to have indefinite lives are not amortized, but are subject to impairment tests at least annually. The Company reviews the carrying amounts of goodwill and indefinite-lived intangible assets by reporting unit at least annually, or when indicators of impairment are present, to determine if such assets may be impaired. If the carrying amounts of these assets are not recoverable based upon discounted cash flow and market approach analyses, the carrying amounts of such assets are reduced by the estimated difference between the carrying values and estimated fair values. The Company includes assumptions about expected future operating performance as part of a discounted cash flow analysis to estimate fair value. If the carrying value of these assets is not recoverable, based on the discounted cash flow analysis, management performs the next step, which compares the fair value of the reporting unit to the carrying value of the tangible and intangible net assets of the reporting units. Goodwill is considered impaired if the recorded value of the tangible and intangible net assets exceeds the fair value of the reporting unit.

The Company may first assess qualitative factors to determine whether it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying value. The Company would not be required to quantitatively determine the fair value of the indefinite-lived intangible unless the Company determines, based on the qualitative assessment, that it is more likely than not that its fair value is less than the carrying value. The Company may skip the qualitative assessment and quantitatively test indefinite-lived intangibles by comparison of the individual carrying values to the fair value. Future cash flows of the individual indefinite-lived intangible assets are used to measure their fair value after consideration by management of certain assumptions, such as forecasted growth rates and cost of capital, which are derived from internal projections and operating plans.

The Company performs its annual testing for goodwill and indefinite-lived intangible asset impairment at the beginning of the fourth quarter of the fiscal year for all reporting units. The Company did not recognize any impairment charges for goodwill or indefinite-lived intangible assets during fiscal years 2014, 2013 or 2012 as the Company's annual impairment testing indicated that all reporting unit goodwill and indefinite-lived intangible asset fair values exceeded their respective carrying values.

Impairment of Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or an asset group may not be recoverable. Each impairment test is based on a comparison of the carrying amount of the asset or asset group to the future undiscounted net cash flows expected to be generated by the asset or asset group. If such assets are considered to be impaired, the impairment amount to be recognized is the amount by which the carrying value of the assets exceeds their fair value.

Retirement Benefits

The determination of the obligation and expense for retirement benefits is dependent on the selection of certain actuarial assumptions used in calculating such amounts. These assumptions include, among others, the discount rate, expected long-term rate of return on plan assets, mortality rates and rates of increase in compensation. These assumptions are reviewed with the Company's actuaries and updated annually based on relevant external and internal factors and information, including, but not limited to, long-term expected asset returns, rates of termination, regulatory requirements and plan changes. See Note 12 to the consolidated financial statements for additional information.

Income Taxes

The provision for income taxes is based on the geographic dispersion of the earnings reported in the consolidated financial statements. A deferred income tax asset or liability is determined by applying currently-enacted tax laws and rates to the cumulative temporary differences between the carrying values of assets and liabilities for financial statement and income tax purposes.

The Company records an increase in liabilities for income tax accruals associated with tax benefits claimed on tax returns but not recognized for financial statement purposes (unrecognized tax benefits). The Company recognizes interest and penalties related to unrecognized tax benefits through interest expense and income tax expense, respectively.

Foreign Currency

For most of the Company's international subsidiaries, the local currency is the functional currency. Assets and liabilities of these subsidiaries are translated into U.S. dollars at the year-end exchange rate. Operating statement amounts are translated at average exchange rates for each period. The cumulative translation adjustments resulting from changes in exchange rates are included in the consolidated balance sheets as a component of accumulated other comprehensive income (loss) in stockholders' equity. Transaction gains and losses are included in the consolidated statements of operations and were not material for fiscal years 2014, 2013 and 2012.

2. NEW ACCOUNTING STANDARDS

In July 2013, the FASB issued Accounting Standards Update ("ASU") 2013-11, *Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists* ("ASU 2013-11"). ASU 2013-11 provides guidance on the financial statement presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss or a tax credit carryforward exists. ASU 2013-11 is effective prospectively for reporting periods beginning after December 15, 2013. The Company adopted ASU 2013-11 in the first quarter of fiscal 2014, and the adoption did not affect the Company's consolidated financial position, results of operations or cash flows.

In April 2014, FASB issued ASU 2014-08, *Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity* ("ASU 2014-08") that amends the requirements for reporting discontinued operations. ASU 2014-08 requires the disposal of a component of an entity or a group of components of an entity to be reported in discontinued operations if the disposal represents a strategic shift that will have a major effect on the entity's operations and financial results. ASU 2014-08 also requires additional disclosures about discontinued operations and disclosures about the disposal of a significant component of an entity that does not qualify as a discontinued operation. ASU 2014-08 is effective prospectively for reporting periods beginning after December 15, 2014, with early adoption permitted. The Company adopted ASU 2014-08 in the third quarter of fiscal 2014, and the adoption did not affect the Company's consolidated financial position, results of operations or cash flows.

In May 2014, FASB issued ASU 2014-09, *Revenue from Contracts with Customers* ("ASU 2014-09") that updates the principles for recognizing revenue. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. ASU 2014-09 also amends the required disclosures of the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. ASU 2014-09 is effective for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. The Company is evaluating the potential impacts of the new standard on its existing revenue recognition policies and procedures.

In June 2014, FASB issued ASU 2014-12, *Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period* ("ASU 2014-12"). ASU 2014-12 requires that a performance target that affects vesting and that could be achieved after the requisite service period be treated as a performance condition. As such, the performance target should not be reflected in estimating the grant-date fair value of the award. ASU 2014-12 is effective for annual reporting periods beginning after December 15, 2015, with early adoption permitted. The Company is evaluating the potential impacts of the new standard on its existing stock-based compensation plans.

In August 2014, FASB issued ASU 2014-15, *Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern* ("ASU 2014-15"). ASU 2014-15 requires that an entity's management evaluate whether there are conditions or events that raise substantial doubt about the entity's ability to continue as a going concern within one year after the date that the financial statements are issued. ASU 2014-15 is effective for annual periods ending after December 15, 2016 and for interim periods thereafter. The Company does not expect the new standard to have a significant impact on its quarterly reporting process.

3. EARNINGS PER SHARE

The Company calculates earnings per share in accordance with FASB ASC Topic 260, *Earnings Per Share* ("ASC 260"). ASC 260 addresses whether instruments granted in share-based payment transactions are participating securities prior to vesting, and, therefore, need to be included in the earnings allocation in computing earnings per share under the two-class method. Under the guidance in ASC 260, the Company's unvested share-based payment awards that contain non-forfeitable rights to dividends or dividend equivalents, whether paid or unpaid, are participating securities and must be included in the computation of earnings per share pursuant to the two-class method.

On July 11, 2013, the Company's Board of Directors approved a two-for-one stock split in the form of a stock dividend that was paid on November 1, 2013 to stockholders of record on October 1, 2013. On April 24, 2014, the Company amended its Restated Certificate of Incorporation to increase the number of shares of the Company's authorized common stock from 160,000,000 shares to 320,000,000 shares. All share and per share data in this Annual Report on Form 10-K has been presented to reflect the split and increase in authorized shares.

The following table sets forth the computation of basic and diluted earnings per share:

(In millions, except share and per share data)	Fiscal Year 2014	2013	2012
Numerator:			
Net earnings attributable to Wolverine World Wide, Inc.	**$ 133.1**	$ 100.4	$ 80.7
Adjustment for earnings allocated to nonvested restricted common stock	**(2.9)**	(2.3)	(1.7)
Net earnings used to calculate basic earnings per share	**130.2**	98.1	79.0
Adjustment for earnings reallocated to nonvested restricted common stock	**0.1**	0.1	0.1
Net earnings used to calculate diluted earnings per share	**$ 130.3**	$ 98.2	$ 79.1
Denominator:			
Weighted average shares outstanding	**101,433,114**	100,253,617	97,632,336
Adjustment for nonvested restricted common stock	**(3,228,955)**	(3,308,162)	(2,757,836)
Shares used to calculate basic earnings per share	**98,204,159**	96,945,455	94,874,500
Effect of dilutive stock options	**1,860,661**	1,993,343	2,154,152
Shares used to calculate diluted earnings per share	**100,064,820**	98,938,798	97,028,652
Net earnings per share:			
Basic	**$ 1.33**	$ 1.01	$ 0.84
Diluted	**$ 1.30**	$ 0.99	$ 0.81

Options granted to purchase 1,116,576 shares of common stock in fiscal 2014, 449,036 shares in fiscal 2013 and 775,182 shares in fiscal 2012 have not been included in the denominator for the computation of diluted earnings per share for each of those fiscal years because the related exercise prices were greater than the average market price for the year, and they were, therefore, anti-dilutive.

The Company has 2,000,000 authorized shares of $1 par value preferred stock, none of which was issued or outstanding as of January 3, 2015 or December 28, 2013. The Company has designated 150,000 shares of preferred stock as Series A junior participating preferred stock and 500,000 shares of preferred stock as Series B junior participating preferred stock for possible future issuance.

On February 12, 2014, the Company's Board of Directors approved a common stock repurchase program that authorizes the repurchase of up to $200.0 million in common stock over a four-year period. The Company did not repurchase any shares of Company common stock in fiscal 2014 or fiscal 2013 under a stock repurchase program and repurchased $2.4 million of Company stock during fiscal 2012. In addition to the stock repurchase program activity, the Company acquired $10.5 million, $0.8 million and $11.7 million of shares in fiscal years 2014, 2013 and 2012, respectively, in connection with employee transactions related to stock incentive plans.

4. GOODWILL AND OTHER INTANGIBLE ASSETS

The changes during fiscal years 2014 and 2013 in the carrying amount of goodwill and indefinite-lived intangibles, which comprises trademarks and trade names, is as follows:

(In millions)	Goodwill	Indefinite-lived intangibles	Total
Balance at December 29, 2012	$ 459.9	$ 679.8	$ 1,139.7
Acquisition adjustments	(10.8)	10.0	(0.8)
Foreign currency translation effects	(3.8)	0.7	(3.1)
Balance at December 28, 2013	$ 445.3	$ 690.5	$ 1,135.8
Foreign currency translation effects	**(6.5)**	**—**	**(6.5)**
Balance at January 3, 2015	**$ 438.8**	**$ 690.5**	**$ 1,129.3**

Amortizable intangible assets are amortized using the straight-line method over their estimated useful lives. They consist primarily of customer relationships, licensing arrangements and developed product technology. The combined gross carrying value and accumulated amortization for these amortizable intangibles is as follows:

	January 3, 2015			
(In millions)	Average remaining life (years)	Gross carrying value	Accumulated amortization	Net
Customer relationships	**17**	**$ 100.5**	**$ 11.5**	**$ 89.0**
Licensing arrangements	**2**	**28.8**	**15.2**	**13.6**
Developed product technology	**3**	**14.9**	**6.8**	**8.1**
Other	**2**	**10.4**	**9.0**	**1.4**
Total		**$ 154.6**	**$ 42.5**	**$ 112.1**

	December 28, 2013			
(In millions)	Average remaining life (years)	Gross carrying value	Accumulated amortization	Net
Customer relationships	18	$ 100.5	$ 6.4	$ 94.1
Licensing arrangements	3	28.8	8.3	20.5
Developed product technology	4	14.9	3.8	11.1
Backlog	0	5.2	5.2	—
Other	2	9.3	8.3	1.0
Total		$ 158.7	$ 32.0	$ 126.7

Amortization expense for other intangible assets was $15.7 million, $18.4 million and $6.5 million for fiscal years 2014, 2013 and 2012, respectively. Estimated aggregate amortization expense for such intangibles for the fiscal years subsequent to January 3, 2015 is as follows:

(In millions)	2015	2016	2017	2018	2019
Amortization expense	$ 15.5	$ 13.8	$ 8.7	$ 5.1	$ 5.0

5. ACCOUNTS RECEIVABLE

During the fourth quarter of fiscal 2014, the Company executed a three-year agreement with a financial institution to sell selected trade accounts receivable on a recurring, nonrecourse basis. Under the agreement, up to $200.0 million of accounts receivable may be sold to the financial institution and remain outstanding at any point in time. After the sale, the Company does not retain any interests in the accounts receivable and removes them from its consolidated balance sheets, but continues to service and collect the outstanding accounts receivable on behalf of the financial institution. The Company recognizes a servicing asset or servicing liability, initially measured at fair value, each time it undertakes an obligation to service the accounts receivable under the agreement. The fair value of this obligation resulted in a nominal servicing liability at January 3, 2015. For receivables sold under the agreement, 90% of the stated amount is paid for in cash to the Company at the time of sale, with the remainder paid to the Company at the completion of the collection process. As of January 3, 2015, this program had reduced the Company's accounts receivable by $60.9 million. During fiscal 2014, the Company sold a total of $72.8 million of accounts receivable at their stated amounts of which $65.5 million was paid for in cash, less a $0.1 million discount fee charged by the financial institution. The discount fee is recorded in other expense. Net proceeds of this program are classified in operating activities in the consolidated statements of cash flows.

6. INVENTORIES

The Company used the LIFO method to value inventories of $62.5 million at January 3, 2015 and $59.3 million at December 28, 2013. If the FIFO method had been used, inventories would have been $25.1 million and $21.8 million higher than reported at January 3, 2015 and December 28, 2013, respectively.

7. DEBT

Total debt consists of the following obligations:

(In millions)		January 3, 2015		December 28, 2013
Term Loan A, due October 10, 2018	**$**	**525.2**	$	775.0
Public Bonds, 6.125% interest, due October 15, 2020		**375.0**		375.0
Capital lease obligation		**0.6**		—
Total debt	**$**	**900.8**	$	1,150.0

The Company's Credit Agreement originally provided the Company with two term loans (a Term Loan A Facility and a Term Loan B Facility) and the Revolving Credit Facility. On October 10, 2013, the Company amended its Credit Agreement resulting in the payoff of the Term Loan B Facility while establishing a principal balance of $775.0 million for the Term Loan A Facility. The Amendment provided for a lower effective interest rate on the term loan debt, and a one-year extension on both the Term Loan A Facility and the Revolving Credit Facility, both of which are now due October 10, 2018. In addition, the Amendment provided for increased maximum debt capacity (including outstanding term loan principal and Revolving Credit Facility commitment amounts in addition to permitted incremental debt) not to exceed $1,350.0 million. The Company incurred $13.1 million of debt extinguishment costs in fiscal 2013 in connection with the Amendment. The Company incurred $1.3 million of debt extinguishment costs in fiscal 2014 due to $200.0 million of voluntary debt payments. These costs represent a write-off of previously capitalized deferred financing costs.

The interest rates applicable to amounts outstanding under the Term Loan A Facility and to U.S. dollar denominated amounts outstanding under the Revolving Credit Facility will be, at the Company's option, either (1) the Alternate Base Rate plus an Applicable Margin as determined by the Company's Consolidated Leverage Ratio, within a range of 0.375% to 1.25%, or (2) the Eurocurrency Rate plus an Applicable Margin as determined by the Company's Consolidated Leverage Ratio, within a range of 1.375% to 2.25% (all capitalized terms used in this sentence are as defined in the Credit Agreement). As required by the Credit Agreement, the Company has an interest rate swap arrangement that reduces the Company's exposure to fluctuations in interest rates on its variable rate debt.

The Revolving Credit Facility allows the Company to borrow up to an aggregate amount of $200.0 million and includes a $100.0 million foreign currency subfacility under which borrowings may be made, subject to certain conditions, in Canadian dollars, British pounds, euros, Hong Kong dollars, Swedish kronor, Swiss francs and such additional currencies as are determined in accordance with the Credit Agreement. The Revolving Credit Facility also includes a $50.0 million swingline subfacility and a $50.0 million letter of credit subfacility.

The Company had outstanding letters of credit under the Revolving Credit Facility as of January 3, 2015 and December 28, 2013 of $3.6 million and $3.5 million, respectively. These outstanding letters of credit reduce the borrowing capacity under the Revolving Credit Facility.

The obligations of the Company pursuant to the Credit Agreement are guaranteed by substantially all of the Company's material domestic subsidiaries and secured by substantially all of the personal and real property of the Company and its material domestic subsidiaries, subject to certain exceptions.

The Credit Agreement also contains certain affirmative and negative covenants, including covenants that limit the ability of the Company and its Restricted Subsidiaries to, among other things: incur or guarantee indebtedness; incur liens; pay dividends or repurchase stock; enter into transactions with affiliates; consummate asset sales, acquisitions or mergers; prepay certain other indebtedness; or make investments, as well as covenants restricting the activities of certain foreign subsidiaries of the Company that hold intellectual property related assets. Further, the Credit Agreement requires compliance with the following financial covenants: a maximum Consolidated Leverage Ratio; a maximum Consolidated Secured Leverage Ratio; and a minimum Consolidated Interest Coverage Ratio (all capitalized terms used in this paragraph are as defined in the Credit Agreement). As of January 3, 2015, the Company was in compliance with all covenants and performance ratios under the Credit Agreement.

The Company has $375.0 million of senior notes outstanding that may be traded in the public market that are due on October 15, 2020. The Public Bonds bear interest at 6.125% with the related interest payments due semi-annually. The Public Bonds are guaranteed by substantially all of the Company's domestic subsidiaries.

During fiscal 2014, the Company entered into a $5.0 million (or the equivalent amount in Chinese Renminbi) revolving line of credit. The facility is uncommitted and, therefore, each borrowing against the facility is subject to approval by the lender. As of January 3, 2015, there were no borrowings against this facility.

During the second quarter of fiscal 2014, the Company recorded a capital lease obligation. The lease commenced during June 2014 and payments are scheduled to continue through February 2022.

The Company included in interest expense the amortization of deferred financing costs of approximately $4.2 million, $6.1 million and $1.8 million in fiscal years 2014, 2013 and 2012, respectively.

Subsequent to the end of fiscal 2014, the Company made voluntary debt payments of $58.0 million on the Term Loan A Facility.

Cash flows from operating activities, along with borrowings on the Revolving Credit Facility, if any, are expected to be sufficient to meet the Company's working capital needs for the foreseeable future. Any excess cash flows from operating activities are expected to be used to reduce debt, fund internal and external growth initiatives, purchase property, plant and equipment, pay dividends or repurchase the Company's common stock.

Annual maturities of debt for the fiscal years subsequent to January 3, 2015 are as follows:

(In millions)	2015	2016	2017	2018	2019	Thereafter
Annual maturities of debt	$ 46.7	$ 57.6	$ 57.6	$ 363.6	$ 0.1	$ 375.2

8. ACCUMLATED OTHER COMPREHENSIVE INCOME (LOSS)

Comprehensive income (loss) represents net earnings and any revenue, expenses, gains and losses that, under U.S. GAAP, are excluded from net earnings and recognized directly as a component of stockholders' equity.

The change in accumulated other comprehensive income (loss) during fiscal years 2014 and 2013 is as follows:

(In millions)	Foreign currency translation adjustments	Foreign exchange contracts	Interest rate swap	Pension adjustments	Total
Balance of accumulated other comprehensive income (loss) as of December 29, 2012	$ 5.9	$ (1.7)	$ (1.0)	$ (90.7)	$ (87.5)
Other comprehensive income (loss) before reclassifications [1]	(5.4)	(0.4)	1.6	61.4	57.2
Amounts reclassified from accumulated other comprehensive income (loss)	—	1.9 [2]	—	30.5 [3]	32.4
Income tax expense (benefit)	—	(0.6)	—	(10.7)	(11.3)
Net reclassifications	—	1.3	—	19.8	21.1
Net current-period other comprehensive income (loss) [1]	(5.4)	0.9	1.6	81.2	78.3
Balance of accumulated other comprehensive income (loss) as of December 28, 2013	$ 0.5	$ (0.8)	$ 0.6	$ (9.5)	$ (9.2)
Balance of accumulated other comprehensive income (loss) as of December 28, 2013	$ 0.5	$ (0.8)	$ 0.6	$ (9.5)	$ (9.2)
Other comprehensive income (loss) before reclassifications [1]	**(17.4)**	**9.1**	**(0.2)**	**(36.3)**	**(44.8)**
Amounts reclassified from accumulated other comprehensive income (loss)	**—**	**0.5** [2]	**—**	**6.5** [3]	**7.0**
Income tax expense (benefit)	**—**	**(0.2)**	**—**	**(2.3)**	**(2.5)**
Net reclassifications	**—**	**0.3**	**—**	**4.2**	**4.5**
Net current-period other comprehensive income (loss) [1]	**(17.4)**	**9.4**	**(0.2)**	**(32.1)**	**(40.3)**
Balance of accumulated other comprehensive income (loss) as of January 3, 2015	**$ (16.9)**	**$ 8.6**	**$ 0.4**	**$ (41.6)**	**$ (49.5)**

(1) Other comprehensive income is reported net of taxes and noncontrolling interest.

(2) Amounts reclassified are included in cost of goods sold.

(3) Amounts reclassified are included in the computation of net pension expense (see Note 12 for additional details).

9. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consisted of the following:

(In millions)	January 3, 2015	December 28, 2013
Land	$ 4.1	$ 3.9
Buildings and improvements	114.3	119.0
Machinery and equipment	194.9	192.1
Software	102.0	101.1
Gross cost	415.3	416.1
Less: accumulated depreciation	278.5	264.2
Property, plant and equipment, net	$ 136.8	$ 151.9

Depreciation expense was $37.6 million, $37.8 million and $21.2 million for fiscal years 2014, 2013 and 2012, respectively.

The Company leases machinery, equipment and certain warehouse, office and retail store space under operating lease agreements that expire at various dates through 2031. Certain leases contain renewal provisions and generally require the Company to pay utilities, insurance, taxes and other operating expenses.

Minimum rental payments due under all non-cancelable operating leases for the fiscal years subsequent to January 3, 2015 are as follows:

(In millions)	2015	2016	2017	2018	2019	Thereafter
Minimum rental payments	$ 50.9	$ 45.3	$ 38.8	$ 33.4	$ 28.9	$ 125.8

Rental expense under all operating leases, consisting primarily of minimum rentals, totaled $59.2 million in fiscal 2014, $55.9 million in fiscal 2013 and $29.4 million in fiscal 2012.

10. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

The Company follows FASB ASC Topic 820, *Fair Value Measurements and Disclosures* (“ASC 820”), which provides a consistent definition of fair value, focuses on exit price, prioritizes the use of market-based inputs over entity-specific inputs for measuring fair value and establishes a three-tier hierarchy for fair value measurements. ASC 820 requires fair value measurements to be classified and disclosed in one of the following three categories:

Level 1: Fair value is measured using quoted prices (unadjusted) in active markets for identical assets and liabilities.

Level 2: Fair value is measured using either direct or indirect inputs, other than quoted prices included within Level 1, which are observable for similar assets or liabilities.

Level 3: Fair value is measured using valuation techniques in which one or more significant inputs are unobservable.

The Company’s financial instruments consist of cash and cash equivalents, accounts and notes receivable, accounts payable, foreign currency forward exchange contracts, an interest rate swap arrangement, borrowings under the Revolving Credit Facility and long-term debt. The carrying amount of the Company’s financial instruments is historical cost, which approximates fair value, except for the interest rate swap and foreign currency forward exchange contracts, which are carried at fair value. The carrying value and the fair value of the Company’s long-term debt, excluding capital leases, are as follows:

(In millions)	January 3, 2015	December 28, 2013
Carrying value	$ 900.2	$ 1,150.0
Fair value	928.4	1,183.8

The fair value of the fixed rate debt was based on third-party quotes (Level 2). The fair value of the variable rate debt was calculated by discounting the future cash flows to its present value using a discount rate based on the risk-free rate of the same maturity (Level 3).

The Company follows ASC 815, which is intended to improve transparency in financial reporting and requires that all derivative instruments be recorded on the consolidated balance sheets at fair value by establishing criteria for designation and effectiveness of hedging relationships. The Company utilizes foreign currency forward exchange contracts to manage the volatility associated with U.S. dollar inventory purchases made by non-U.S. wholesale operations in the normal course of business.

The Company has one interest rate swap arrangement which exchanges floating rate for fixed rate interest payments over the life of the agreement without the exchange of the underlying notional amounts. This derivative instrument, which, unless otherwise terminated, will mature on October 6, 2017, has been designated as a cash flow hedge of the debt. The notional amount of the interest rate swap arrangement is used to measure interest to be paid or received and does not represent the amount of exposure to credit loss. The Company does not hold or issue financial instruments for trading purposes.

The notional amounts of the Company's derivative instruments are as follows:

(Dollars in millions)	January 3, 2015	December 28, 2013
Foreign exchange contracts:		
Notional amount	$ 141.6	$ 129.1
Maturities (in days)	336	364
Interest rate swap:		
Notional amount	$ 405.4	$ 455.5

The following table sets forth financial assets and liabilities measured at fair value in the consolidated balance sheets and the respective pricing levels to which the fair value measurements are classified within the fair value hierarchy.

	Fair Value Measurements	
	Quoted Prices With Other Observable Inputs (Level 2)	
(In millions)	January 3, 2015	December 28, 2013
Financial assets:		
Foreign exchange contracts asset	$ 8.6	$ 1.7
Interest rate swap asset	0.6	0.9
Financial liabilities:		
Foreign exchange contracts liability	—	2.3

The fair value of the foreign currency forward exchange contracts represents the estimated receipts or payments necessary to terminate the contracts. Hedge effectiveness is evaluated by the hypothetical derivative method. Any hedge ineffectiveness is reported within the Cost of goods sold line item in the consolidated statements of operations and comprehensive income. Hedge ineffectiveness was not material to the Company's consolidated financial statements for fiscal years 2014, 2013 and 2012. If, in the future, the foreign exchange contracts are determined to be ineffective hedges or terminated before their contractual termination dates, the Company would be required to reclassify into earnings all or a portion of the unrealized amounts related to the cash flow hedges that are currently included in accumulated other comprehensive loss within stockholders' equity.

The differential paid or received on the interest rate swap arrangement is recognized as interest expense. In accordance with ASC 815, the Company has formally documented the relationship between the interest rate swap and the variable rate borrowings, as well as its risk management objective and strategy for undertaking the hedge transaction. This process included linking the derivative to the specific liability or asset on the balance sheet. The Company also assessed at the hedge's inception, and continues to assess on an ongoing basis, whether the derivative used in the hedging transaction is highly effective in offsetting changes in the cash flows of the hedged item. The effective portion of unrealized gains (losses) is deferred as a component of accumulated other comprehensive loss and will be recognized in earnings at the time the hedged item affects earnings. Any ineffective portion of the change in fair value will be immediately recognized in earnings.

11. STOCK-BASED COMPENSATION

The Company accounts for stock-based compensation in accordance with the fair value recognition provisions of ASC 718. The Company recognized compensation expense of $25.1 million, $28.2 million and $15.0 million and related income tax benefits of $8.4 million, $9.3 million and $4.9 million for grants under its stock-based compensation plans in the statements of operations for fiscal years 2014, 2013 and 2012, respectively.

Stock-based compensation expense recognized in the consolidated statements of operations for fiscal years 2014, 2013 and 2012 was based on awards ultimately expected to vest and, as such, was reduced for estimated forfeitures. ASC 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. Forfeitures were estimated based on historical experience.

The Company estimated the fair value of employee stock options on the date of grant using the Black-Scholes model. The estimated weighted-average fair value for each option granted was $6.20, $5.24 and $5.36 per share for fiscal years 2014, 2013 and 2012, respectively, with the following weighted-average assumptions.

	Fiscal Year		
	2014	2013	2012
Expected market price volatility [(1)]	**29.6%**	33.2%	37.8%
Risk-free interest rate [(2)]	**1.2%**	0.6%	0.6%
Dividend yield [(3)]	**0.9%**	1.2%	1.3%
Expected term [(4)]	**4 years**	4 years	4 years

(1) Based on historical volatility of the Company's common stock. The expected volatility is based on the daily percentage change in the price of the stock over the four years prior to the grant.

(2) Represents the U.S. Treasury yield curve in effect for the expected term of the option at the time of grant.

(3) Represents the Company's estimated cash dividend yield for the expected term.

(4) Represents the period of time that options granted are expected to be outstanding. As part of the determination of the expected term, the Company concluded that all employee groups exhibit similar exercise and post-vesting termination behavior.

As of January 3, 2015, the Company had stock options outstanding under various stock incentive plans. As of January 3, 2015, the Company had approximately 7,664,828 stock incentive units (stock options, stock appreciation rights, restricted stock, restricted stock units and common stock) available for issuance. Each option or stock appreciation right granted counts as one stock incentive unit and all other awards granted, including restricted stock, count as 2.6 stock incentive units. Options granted under each plan have an exercise price equal to the fair market value of the underlying stock on the grant date, expire no later than ten years from the grant date and generally vest over three years. Restricted stock issued under these plans is subject to certain restrictions, including a prohibition against any sale, transfer or other disposition by the officer or employee during the vesting period (except for certain transfers for estate planning purposes for certain officers), and a requirement to forfeit all or a certain portion of the award upon certain terminations of employment or upon failure to achieve performance criteria in certain instances. These restrictions typically lapse over a three- to five-year period from the date of the award. The Company has elected to recognize expense for these stock-based incentive plans ratably over the vesting term on a straight-line basis. Certain option and restricted share awards provide for accelerated vesting under various scenarios, including retirement and upon a change in control of the Company. With regard to acceleration of vesting upon retirement, employees of eligible retirement age are vested in accordance with plan provisions and applicable stock option and restricted stock agreements. The Company issues shares to plan participants upon exercise or vesting of stock-based incentive awards from either authorized, but unissued, shares or treasury shares.

A summary of the transactions under the stock option plans is as follows:

	Shares Under Option	Weighted-Average Exercise Price	Average Remaining Contractual Term *(Years)*	Aggregate Intrinsic Value (In millions)
Outstanding at December 31, 2011	7,389,968	$ 11.70	5.5	$ 45.7
Granted	902,554	19.85		
Exercised	(2,729,502)	9.95		
Cancelled	(62,038)	17.78		
Outstanding at December 29, 2012	5,500,982	$ 13.84	5.9	$ 34.4
Granted	1,489,813	21.76		
Exercised	(851,874)	11.46		
Cancelled	(107,680)	20.89		
Outstanding at December 28, 2013	6,031,241	$ 16.00	6.2	$ 104.9
Granted	**1,349,849**	**27.09**		
Exercised	**(737,402)**	**13.15**		
Cancelled	**(245,695)**	**24.16**		
Outstanding at January 3, 2015	**6,397,993**	**$ 18.36**	**6.2**	**$ 68.3**
Estimated forfeitures	**(9,836)**			
Vested or expected to vest at January 3, 2015	**6,388,157**	**$ 18.35**	**6.2**	**$ 68.3**
Nonvested at January 3, 2015 and expected to vest	**(2,037,458)**			
Exercisable at January 3, 2015	**4,350,699**	**$ 15.47**	**5.1**	**$ 59.0**

The total pretax intrinsic value of options exercised during fiscal years 2014, 2013 and 2012 was $10.3 million, $12.8 million and $30.1 million, respectively. As of January 3, 2015, there was $4.6 million of unrecognized compensation expense related to stock option grants expected to be recognized over a weighted-average period of 1.2 years. As of December 28, 2013 and December 29, 2012, there was $4.3 million and $2.9 million, respectively, of unrecognized compensation expense related to stock option awards expected to be recognized over a weighted-average period of 1.3 years and 1.2 years, respectively.

The aggregate intrinsic value in the preceding table represents the total pretax intrinsic value, based on the Company's closing stock price of $29.03 as of January 3, 2015, which would have been received by the option holders had all option holders exercised options, where the market price of the Company's stock was above the strike price ("in-the-money"), as of that date. The total number of in-the-money options exercisable as of January 3, 2015 was 4,341,758 and the weighted-average exercise price was $15.44. As of December 28, 2013, 4,004,398 outstanding options were exercisable and in-the-money and the weighted-average exercise price was $13.54.

Beginning in 2009, the Board of Directors has awarded an annual grant of performance share awards to the officers of the Company. The number of performance-based shares that will be earned (and eligible to vest) during the performance period will depend on the Company's level of success in achieving two specifically identified performance targets. Any portion of the performance shares that are not earned by the end of the three-year measurement period will be forfeited. The final determination of the number of shares to be issued in respect to an award is determined by the Compensation Committee of the Company's Board of Directors.

A summary of the nonvested restricted shares and units issued under the stock award plans is as follows:

	Restricted Awards	Weighted-Average Grant Date Fair Value	Performance Awards	Weighted-Average Grant Date Fair Value
Nonvested at December 31, 2011	1,491,858	$ 12.89	1,282,660	$ 12.69
Granted	703,348	20.14	401,190	19.89
Vested	(730,434)	12.51	(872,352)	10.63
Forfeited	(66,310)	16.13	(32,104)	12.82
Nonvested at December 29, 2012	1,398,462	$ 16.58	779,394	$ 18.93
Granted	744,287	22.18	789,814	21.52
Vested	(102,724)	15.35	(28,580)	13.62
Forfeited	(109,600)	19.96	(109,628)	20.99
Nonvested at December 28, 2013	1,930,425	$ 18.61	1,431,000	$ 20.31
Granted	**689,345**	**27.09**	**609,335**	**27.03**
Vested	**(700,543)**	**16.49**	**(244,625)**	**18.85**
Forfeited	**(192,045)**	**22.39**	**(304,940)**	**20.27**
Nonvested at January 3, 2015	**1,727,182**	**$ 22.44**	**1,490,770**	**$ 23.30**

As of January 3, 2015, there was $16.2 million of unrecognized compensation expense related to nonvested stock-based compensation arrangements granted under restricted stock award plans. That cost is expected to be recognized over a weighted-average period of 2.0 years. The total fair value of shares vested during the year ended January 3, 2015 was $19.5 million. As of December 28, 2013, there was $13.8 million of unrecognized compensation expense related to nonvested stock-based compensation arrangements granted under restricted stock award plans. That cost was expected to be recognized over a weighted-average period of 1.9 years. The total fair value of shares vested during the year ended December 28, 2013 was $2.7 million. As of December 29, 2012, there was $11.6 million of unrecognized compensation expense related to nonvested stock-based compensation arrangements granted under restricted stock award plans that was expected to be recognized over a weighted-average period of 2.1 years. The total fair value of shares vested during the year ended December 29, 2012 was $14.9 million.

As of January 3, 2015, there was $6.0 million of unrecognized compensation expense related to nonvested stock-based compensation arrangements granted under performance-based award plans. That cost is expected to be recognized over a weighted-average period of 1.3 years. The total fair value of shares vested during the year ended January 3, 2015 was $6.6 million. As of December 28, 2013, there was $8.0 million of unrecognized compensation expense related to nonvested stock-based compensation arrangements granted under performance-based restricted stock award plans. That cost was expected to be recognized over a weighted-average period of 1.2 years. The total fair value of shares vested during the year ended December 28, 2013 was $0.6 million. As of December 29, 2012, there was $3.5 million of unrecognized compensation expense related to nonvested share-based compensation arrangements granted under performance-based restricted stock award plans that was expected to be recognized over a weighted-average period of 1.2 years. The total fair value of shares vested during the year ended December 29, 2012 was $17.5 million.

12. RETIREMENT PLANS

The Company has three non-contributory, defined benefit pension plans that provide retirement benefits to less than half of its domestic employees. The Company's principal defined benefit pension plan provides benefits based on the employee's years of service and final average earnings. Effective January 1, 2013, the Company closed this plan to new participants. The Company's second plan provides benefits at a fixed rate per year of service for certain employees under a collective bargaining arrangement. The Company's third non-contributory defined benefit pension plan, which no longer accrues future benefits, covers certain eligible PLG associates. Prior to the freezing of that plan, eligible PLG participants accrued pension benefits at a fixed unit rate based on the participant's service and/or compensation.

The Company has a Supplemental Executive Retirement Plan (the "SERP") for certain current and former employees that entitles a participating employee to receive payments from the Company following retirement based on the employee's years of service and final average earnings (as defined in the SERP). Under the SERP, the employees can elect early retirement with a corresponding reduction in benefits. The Company also has individual deferred compensation agreements with certain former employees that entitle those employees to receive payments from the Company for a period of time that generally extends 15 to 18 years following retirement. The Company maintains life insurance policies with a cash surrender value of $59.5 million at January 3, 2015 and $55.3 million at December 28, 2013 that are intended to partially fund deferred compensation benefits under the SERP and deferred compensation agreements.

The Company has two defined contribution 401(k) plans covering substantially all domestic employees that provide for Company contributions based on earnings. The Company recognized expense for its defined contribution plans of $4.7 million , $4.8 million and $2.9 million in fiscal years 2014, 2013 and 2012, respectively.

The Company has certain defined contribution plans at foreign subsidiaries. Contributions to these plans were $1.2 million, $1.5 million and $0.9 million in fiscal years 2014, 2013 and 2012, respectively. The Company also has a benefit plan at a foreign location that provides for retirement benefits based on years of service. The obligation recorded under this plan was $2.2 million at January 3, 2015 and $2.6 million at December 28, 2013 and was recognized as a deferred compensation liability on the consolidated balance sheets.

The following summarizes the status of and changes in the Company's assets and related obligations for its pension plans (which include the Company's defined benefit pension plans and the SERP) for the fiscal years 2014 and 2013:

(In millions)	Fiscal Year 2014	Fiscal Year 2013
Change in projected benefit obligations:		
Projected benefit obligations at beginning of the year	**$ 395.4**	$ 445.2
Service cost pertaining to benefits earned during the year	**7.2**	9.0
Interest cost on projected benefit obligations	**20.3**	18.8
Actuarial (gains) losses	**66.2**	(62.3)
Benefits paid to plan participants	**(32.2)**	(15.3)
Settlements	**(24.0)**	—
Projected benefit obligations at end of the year	**$ 432.9**	$ 395.4
Change in fair value of pension assets:		
Fair value of pension assets at beginning of the year	**$ 319.6**	$ 277.3
Actual return on plan assets	**32.5**	53.1
Company contributions - pension	**3.9**	2.4
Company contributions - SERP	**2.3**	2.1
Benefits paid to plan participants	**(32.2)**	(15.3)
Settlements	**(24.0)**	—
Fair value of pension assets at end of the year	**$ 302.1**	$ 319.6
Funded status	**$ (130.8)**	$ (75.8)
Amounts recognized in the consolidated balance sheets:		
Non-current assets	**$ 1.1**	$ 2.3
Current liabilities	**(3.8)**	(3.9)
Non-current liabilities	**(128.1)**	(74.2)
Net amount recognized	**$ (130.8)**	$ (75.8)
Amounts recognized in accumulated other comprehensive loss:		
Unrecognized net actuarial loss (amounts net of tax: $(41.5) and $(9.3))	**$ (62.6)**	$ (13.1)
Unrecognized prior service cost (amounts net of tax: $(0.1) and $(0.2))	**(0.1)**	(0.2)
Net amount recognized	**$ (62.7)**	$ (13.3)
Funded status of pension plans and SERP (supplemental):		
Funded status of qualified defined benefit plans and SERP	**$ (130.8)**	$ (75.8)
Nonqualified trust assets (cash surrender value of life insurance) recorded in other assets and intended to satisfy the projected benefit obligation of unfunded SERP obligations	**53.4**	49.4
Net funded status of pension plans and SERP (supplemental)	**$ (77.4)**	$ (26.4)

The accumulated benefit obligations for all defined benefit pension plans and the SERP were $412.3 million at January 3, 2015 and $380.1 million at December 28, 2013.

The following is a summary of net pension and SERP expense recognized by the Company:

(In millions)	Fiscal Year 2014	2013	2012
Service cost pertaining to benefits earned during the year	**$ 7.2**	$ 9.0	$ 7.7
Interest cost on projected benefit obligations	**20.3**	18.8	15.3
Expected return on pension assets	**(22.1)**	(21.0)	(15.9)
Net amortization loss	**7.5**	30.5	20.8
Settlement gain	**(1.0)**	—	—
Net pension expense	**$ 11.9**	$ 37.3	$ 27.9
Less: SERP expense	**7.6**	8.1	7.7
Qualified defined benefit pension plans expense	**$ 4.3**	$ 29.2	$ 20.2

The actuarial loss and prior service cost included in accumulated other comprehensive loss and expected to be recognized in net periodic pension expense during 2015 is $20.9 million and $0.1 million, respectively.

The weighted-average actuarial assumptions used to determine the benefit obligation amounts and the net periodic benefit cost for the Company's pension and post-retirement plans are as follows:

	Fiscal Year 2014	2013
Weighted-average assumptions used to determine benefit obligations at fiscal year-end:		
Discount rate	**4.37%**	5.26%
Rate of compensation increase - pension	**4.85%**	4.85%
Rate of compensation increase - SERP	**7.00%**	7.00%
Weighted average assumptions used to determine net periodic benefit cost for the years ended:		
Discount rate	**5.26%**	4.30%
Expected long-term rate of return on plan assets	**7.50%**	7.68%
Rate of compensation increase - pension	**4.85%**	4.85%
Rate of compensation increase - SERP	**7.00%**	7.00%

Unrecognized net actuarial losses exceeding certain corridors are amortized over one of two amortization periods, based on each plan's election. The amortization period is either a five-year period, unless the minimum amortization method based on average remaining service periods produces a higher amortization; or, over the average remaining service period of participants expected to receive benefits. The Company utilizes a bond matching calculation to determine the discount rate. A hypothetical bond portfolio is created based on a presumed purchase of high-quality corporate bonds with maturities that match the plan's expected future cash outflows. The discount rate is the resulting yield of the hypothetical bond portfolio. The discount rate is used in the calculation of the year-end pension liability and service cost for the subsequent year.

The long-term rate of return is based on overall market expectations for a balanced portfolio with an asset mix similar to the Company's, utilizing historic returns for broad market and fixed income indices. The Company's investment policy for plan assets uses a blended approach of U.S. and foreign equities combined with U.S. fixed income investments. The target investment allocations as of January 3, 2015 were 65% in equity securities and 35% in fixed income securities. Within the equity and fixed income classifications, the investments are diversified. The Company's asset allocations by asset category and fair value measurement are as follows:

(In millions)	January 3, 2015 Level 1	Level 2	Level 3	Total	
Equity securities	**$ —**	**$ 195.6**	**$ —**	**$ 195.6**	**64.7%**
Fixed income investments	**—**	**105.9**	**0.3**	**106.2**	**35.2%**
Other	**—**	**—**	**0.3**	**0.3**	**0.1%**
Fair value of plan assets	**$ —**	**$ 301.5**	**$ 0.6**	**$ 302.1**	**100.0%**

(In millions)	December 28, 2013 Level 1	Level 2	Level 3	Total	
Equity securities	$ 15.4	$ 196.1	$ —	$ 211.5	66.0%
Fixed income investments	26.7	81.2	—	107.9	33.6%
Cash and money market investments	1.4	—	—	1.4	0.4%
Fair value of plan assets	$ 43.5	$ 277.3	$ —	$ 320.8	100.0%
Expenses payable to plan sponsor				(1.2)	
Fair value of plan assets				$ 319.6	

The Company expects to contribute approximately $3.7 million to the SERP in fiscal 2015. The Company does not plan to make any contributions to its qualified defined benefit pension plans in fiscal 2015.

Expected benefit payments for the fiscal years subsequent to January 3, 2015 are as follows:

(In millions)	2015	2016	2017	2018	2019	2020-2024
Expected benefit payments	$ 19.3	$ 20.0	$ 20.5	$ 21.0	$ 21.5	$ 118.4

13. INCOME TAXES

The geographic components of earnings before income taxes are as follows:

(In millions)	Fiscal Year **2014**	2013	2012
United States	**$ 132.4**	$ 76.7	$ 38.3
Foreign	**49.1**	51.0	55.9
Earnings before income taxes	**$ 181.5**	$ 127.7	$ 94.2

The provisions for income taxes consist of the following:

(In millions)	Fiscal Year **2014**	2013	2012
Current expense:			
Federal	**$ 42.1**	$ 37.1	$ 15.3
State	**5.6**	2.2	1.4
Foreign	**18.0**	15.0	3.1
Deferred expense (credit):			
Federal	**(9.3)**	(23.5)	(5.1)
State	**(6.6)**	(3.0)	(0.4)
Foreign	**(2.2)**	(1.1)	(0.9)
Income tax provision	**$ 47.6**	$ 26.7	$ 13.4

A reconciliation of the Company's total income tax expense and the amount computed by applying the statutory federal income tax rate of 35% to earnings before income taxes is as follows:

(In millions)	Fiscal Year 2014	2013	2012
Income taxes at U.S. statutory rate (35%)	**$ 63.5**	$ 44.7	$ 33.0
State income taxes, net of federal income tax	**3.7**	0.5	0.2
(Nontaxable earnings) non-deductible losses of foreign affiliates:			
Cayman Islands	**(5.5)**	(5.4)	(4.6)
Bermuda	**(0.4)**	2.7	1.7
Dominican Republic	**1.1**	1.7	(2.0)
Tax credits	**(0.7)**	(2.2)	—
Foreign earnings taxed at rates different from the U.S. statutory rate:			
Hong Kong	**(16.4)**	(17.1)	(12.2)
Other	**3.6**	3.1	(1.6)
Adjustments for uncertain tax positions	**—**	(1.2)	(6.7)
Change in valuation allowance	**(19.2)**	0.1	0.7
Change in state tax rates	**(6.0)**	(2.0)	—
Gain on intercompany sale of subsidiary stock	**23.2**	—	—
Non-deductible expenses	**1.1**	0.9	4.9
Other	**(0.4)**	0.9	—
Income tax provision	**$ 47.6**	$ 26.7	$ 13.4

Significant components of the Company's deferred income tax assets and liabilities are as follows:

(In millions)	January 3, 2015	December 28, 2013
Deferred income tax assets:		
Accounts receivable and inventory valuation allowances	**$ 16.6**	$ 18.7
Deferred compensation accruals	**10.9**	11.0
Accrued pension expense	**47.2**	26.6
Stock-based compensation	**20.2**	16.2
Net operating loss, capital loss and foreign tax credit carryforward	**13.9**	32.1
Other amounts not deductible until paid	**14.2**	9.2
Other	**1.0**	0.7
Total gross deferred income tax assets	**124.0**	114.5
Less valuation allowance	**(10.5)**	(29.7)
Net deferred income tax assets	**113.5**	84.8
Deferred income tax liabilities:		
Tax depreciation in excess of book depreciation	**(3.8)**	(5.3)
Intangible assets	**(288.5)**	(294.8)
Other	**(10.3)**	(6.1)
Total deferred income tax liabilities	**(302.6)**	(306.2)
Net deferred income tax liabilities	**$ (189.1)**	$ (221.4)

The valuation allowance for deferred income tax assets as of January 3, 2015 and December 28, 2013 was $10.5 million and $29.7 million, respectively. The net change in the total valuation allowance for fiscal years 2014 and 2013 was $19.2 million and $26.5 million, respectively. The valuation allowance for both years was primarily related to foreign net operating loss carryforwards, tax credit carryforwards in foreign jurisdictions and a capital loss carryforward in the U.S. that, in the judgment of management, are not more likely than not to be realized. The ultimate realization of the carryforwards depends on the generation of future taxable income in foreign jurisdictions and capital gains in the U.S. tax jurisdiction. During 2014, the Company completed an intercompany stock sale of a foreign subsidiary that generated a U.S. capital gain of $66.2 million. The capital gain was offset by a capital loss carryforward that carried a full valuation allowance from prior years. The current year change in the valuation allowance was comprised of an increase relating to the additional foreign net operating losses and foreign tax credits of $4.0 million and a decrease relating to the capital loss utilization of $23.2 million.

At January 3, 2015, the Company had foreign net operating loss carryforwards of $39.3 million, that have expiration periods ranging from three years to an unlimited term during which they are available to offset future foreign taxable income. The Company also had tax credit carryforwards in foreign jurisdictions of $2.0 million, that are available for an unlimitedcarryforward period to offset future foreign taxes. The Company also had a U.S. capital loss carryforward of $6.9 million that expires in 2016 that is available to offset future U.S. capital gain income.

The following table summarizes the activity related to the Company's unrecognized tax benefits:

	Fiscal Year	
(In millions)	**2014**	2013
Beginning balance	**$ 8.6**	$ 9.8
Increases related to current year tax positions	**1.7**	2.0
Decreases related to prior year positions	**(1.3)**	(0.4)
Decrease due to lapse of statute	**(0.4)**	(2.8)
Ending balance	**$ 8.6**	$ 8.6

The portion of the unrecognized tax benefits that, if recognized currently, would reduce the annual effective tax rate was $7.5 million as of January 3, 2015 and $7.3 million as of December 28, 2013. The Company recognizes interest and penalties related to unrecognized tax benefits through interest expense and income tax expense, respectively. Interest accrued related to unrecognized tax benefits was $2.4 million as of January 3, 2015 and $2.2 million as of December 28, 2013.

The Company is subject to periodic audits by domestic and foreign tax authorities. Currently, the Company is undergoing routine periodic audits in both domestic and foreign tax jurisdictions. It is reasonably possible that the amounts of unrecognized tax benefits could change in the next 12 months as a result of the audits. However, any payment of tax is not expected to be significant to the consolidated financial statements.

For the majority of tax jurisdictions, the Company is no longer subject to U.S. federal, state and local, or non-U.S. income tax examinations by tax authorities for years before 2010.

The Company has not established a deferred tax liability on the amount of foreign unremitted earnings of $380.3 million at January 3, 2015. As of January 3, 2015, the Company had $223.8 million of cash and equivalents on hand, of which $208.1 million was held outside of the U.S. The Company intends to permanently reinvest these funds outside of the U.S., and current plans do not demonstrate a need to repatriate this cash to fund our U.S. operations. However, if these funds were repatriated, the Company would be required to accrue and pay applicable U.S. taxes (subject to an adjustment for foreign tax credits) and withholding taxes payable to various countries. It is not practicable to estimate the amount of the deferred tax liability associated with these unremitted earnings due to the complexity of the hypothetical calculation.

14. LITIGATION AND CONTINGENCIES

The Company is involved in various environmental claims and other legal actions arising in the normal course of business. The environmental claims include sites where the U.S. Environmental Protection Agency has notified the Company that it is a potentially responsible party with respect to environmental remediation. These remediation claims are subject to ongoing environmental impact studies, assessment of remediation alternatives, allocation of costs between responsible parties and concurrence by regulatory authorities and have not yet advanced to a stage where the Company's liability is fixed. However, after taking into consideration legal counsel's evaluation of all actions and claims against the Company, it is management's opinion that the outcome of these matters will not have a material adverse effect on the Company's consolidated financial position, results of operations or cash flows.

The Company is involved in routine litigation incidental to its business and is a party to legal actions and claims, including, but not limited to, those related to employment and intellectual property. Some of the legal proceedings include claims for compensatory as well as punitive damages. While the final outcome of these matters cannot be predicted with certainty, considering, among other things, the meritorious legal defenses available and liabilities that have been recorded along with applicable insurance, it is management's opinion that the outcome of these items will not have a material adverse effect on the Company's consolidated financial position, results of operations or cash flows.

The Company has future minimum royalty and advertising obligations due under the terms of certain licenses held by the Company. These minimum future obligations for the fiscal years subsequent to January 3, 2015 are as follows:

(In millions)	2015	2016	2017	2018	2019	Thereafter
Minimum royalties	$ 1.8	$ —	$ —	$ —	$ —	$ —
Minimum advertising	8.7	2.7	2.8	2.9	3.0	6.3

Minimum royalties are based on both fixed obligations and assumptions regarding the Consumer Price Index. Royalty obligations in excess of minimum requirements are based upon future sales levels. In accordance with these agreements, the Company incurred royalty expense of $2.3 million, $1.7 million and $2.8 million for fiscal years 2014, 2013 and 2012, respectively.

The terms of certain license agreements also require the Company to make advertising expenditures based on the level of sales. In accordance with these agreements, the Company incurred advertising expense of $4.1 million, $4.4 million and $4.1 million for fiscal years 2014, 2013 and 2012, respectively.

15. BUSINESS SEGMENTS

The Company's portfolio of brands is organized into the following three operating segments, which the Company has determined are reportable operating segments.

- **Lifestyle Group**, consisting of *Sperry Top-Sider*® footwear and apparel, *Stride Rite*® footwear and apparel, *Hush Puppies*® footwear and apparel, *Keds*® footwear and apparel and *Soft Style*® footwear;
- **Performance Group**, consisting of *Merrell*® footwear and apparel, *Saucony*® footwear and apparel, *Chaco*® footwear, *Patagonia*® footwear and *Cushe*® footwear; and
- **Heritage Group**, consisting of *Wolverine*® footwear and apparel, *Cat*® footwear, *Bates*® uniform footwear, *Sebago*® footwear and apparel, *Harley-Davidson*® footwear and *HyTest*® safety footwear.

The reportable segments are engaged in designing, manufacturing, sourcing, marketing, licensing and distributing branded footwear, apparel and accessories. Reported revenue of the reportable operating segments includes revenue from the sale of branded footwear, apparel and accessories to third-party customers; income from a network of third-party licensees and distributors; and revenue from the Company's mono-branded consumer-direct business.

The Company also reports "Other" and "Corporate" categories. The Other category consists of the Company's multi-brand consumer-direct business, leather marketing operations and sourcing operations that include third-party commission revenues. The Corporate category consists of unallocated corporate expenses including acquisition-related transaction and integration costs and restructuring costs. The Company's operating segments are determined based on how the Company internally reports and evaluates financial information used to make operating decisions. The Company allocated goodwill in accordance with FASB ASC Topic 350, *Intangibles – Goodwill and Other* in connection with the reorganization of the Company's brand portfolio in the first quarter of fiscal 2013.

The accounting policies of each operating segment are the same as those described in the summary of significant accounting policies set forth in Note 1 to the consolidated financial statements.

Company management uses various financial measures to evaluate the performance of the reportable operating segments. The following is a summary of certain key financial measures for the respective fiscal periods indicated.

(In millions)	Fiscal Year 2014	2013	2012
Revenue:			
Lifestyle Group	**$ 1,059.3**	$ 1,086.6	$ 309.6
Performance Group	**990.7**	945.8	674.6
Heritage Group	**607.0**	567.4	563.9
Other	**104.1**	91.3	92.7
Total	**$ 2,761.1**	$ 2,691.1	$ 1,640.8
Operating profit (loss):			
Lifestyle Group	**$ 130.2**	$ 168.2	$ 44.6
Performance Group	**197.6**	179.8	128.4
Heritage Group	**95.4**	85.7	83.5
Other	**3.9**	0.2	(1.1)
Corporate	**(197.2)**	(241.6)	(141.7)
Total	**$ 229.9**	$ 192.3	$ 113.7
Depreciation and amortization expense:			
Lifestyle Group	**$ 7.5**	$ 6.5	$ 2.0
Performance Group	**3.5**	3.7	3.0
Heritage Group	**1.1**	1.2	1.2
Other	**4.0**	4.1	4.0
Corporate	**37.2**	40.7	17.5
Total	**$ 53.3**	$ 56.2	$ 27.7
Capital expenditures:			
Lifestyle Group	**$ 9.1**	$ 18.3	$ 1.7
Performance Group	**3.6**	3.3	1.9
Heritage Group	**0.5**	0.9	0.3
Other	**4.3**	5.4	2.5
Corporate	**12.5**	13.8	8.5
Total	**$ 30.0**	$ 41.7	$ 14.9

(In millions)	January 3, 2015	December 28, 2013	December 29, 2012
Total assets:			
Lifestyle Group	**$ 1,378.8**	$ 1,431.1	$ 1,338.3
Performance Group	**485.8**	476.4	513.7
Heritage Group	**246.4**	247.2	319.0
Other	**52.1**	56.9	80.8
Corporate	**341.4**	410.6	362.6
Total	**$ 2,504.5**	$ 2,622.2	$ 2,614.4
Goodwill:			
Lifestyle Group	**$ 323.8**	$ 329.0	$ 349.5
Performance Group	**92.5**	92.8	87.0
Heritage Group	**22.5**	23.5	23.4
Total	**$ 438.8**	$ 445.3	$ 459.9

Geographic dispersion of revenue from external customers, based on shipping destination is as follows:

	Fiscal Year		
(In millions)	**2014**	2013	2012
United States	**$ 1,990.2**	$ 1,984.8	$ 1,079.9
Foreign:			
Europe, Middle East and Africa	**391.0**	362.0	310.1
Canada	**163.0**	166.2	112.6
Other	**216.9**	178.1	138.2
Total from foreign territories	**770.9**	706.3	560.9
Total revenue	**$ 2,761.1**	$ 2,691.1	$ 1,640.8

The location of the Company's tangible long-lived assets (primarily property, plant and equipment) is as follows:

(In millions)	**January 3, 2015**	December 28, 2013	December 29, 2012
United States	**$ 126.8**	$ 136.7	$ 136.8
Foreign countries	**10.0**	15.2	14.2
Total	**$ 136.8**	$ 151.9	$ 151.0

The Company does not believe that it is dependent upon any single customer because no customer accounts for more than 10% of consolidated revenue in any year.

During fiscal 2014, the Company sourced approximately 99% of its footwear products from third-party suppliers located primarily in the Asia Pacific region. For fiscal 2014, the remainder was produced at Company-owned manufacturing facilities in the U.S. All apparel and accessories are sourced from third-party suppliers. While changes in suppliers could cause delays in manufacturing and a possible loss of sales, management believes that other suppliers could provide similar products on comparable terms.

16. RESTRUCTURING ACTIVITIES

2014 Restructuring Activities

On July 9, 2014, the Board of Directors of the Company approved a realignment of the Company's consumer-direct operations. As a part of the 2014 Plan, the Company intends to close up to 140 retail stores by the end of fiscal 2015, consolidate certain consumer-direct support functions and implement certain other organizational changes. The Company estimates pretax charges related to the 2014 Plan will range from $26.6 million to $32.0 million. The Company will record the remaining charges in fiscal 2015 as it executes specific components of the 2014 Plan. Approximately $9.6 million to $11.6 million of this estimate represents non-cash charges. Once fully implemented, the Company expects annual pretax benefits of approximately $11.0 million as a result of the 2014 Plan.

The Company closed 58 retail stores in connection with the 2014 Plan during fiscal 2014. The balance of the estimated 140 total store closures are expected to occur in fiscal 2015, with the majority of closures occurring during the fourth quarter of fiscal 2015.

The following is a summary of the activity with respect to a reserve established by the Company in connection with the 2014 Plan, by category of costs.

(In millions)	Severance and employee related	Impairment of property and equipment	Costs associated with exit or disposal activities	Total
Balance at December 28, 2013	$ —	$ —	$ —	$ —
Restructuring costs	**2.6**	**5.5**	**13.1**	**21.2**
Amounts paid	**(1.6)**	**—**	**(3.4)**	**(5.0)**
Charges against assets	**—**	**(5.5)**	**(3.2)**	**(8.7)**
Balance at January 3, 2015	**$ 1.0**	**$ —**	**$ 6.5**	**$ 7.5**

As part of the 2014 Plan, property and equipment related to retail stores was measured at fair value on a nonrecurring basis using significant unobservable inputs. The following is a summary of the fair value of the assets and the impairment recognized during fiscal 2014.

(In millions)	Fair Value	Impairment
Property and equipment	$ 0.6	$ 5.5

The property and equipment was valued using an income approach based on the discounted cash flows of the associated retail store locations (Level 3). See Note 10 to the consolidated financial statements for additional information on Level 3 fair value measurements.

In addition to the amounts recorded under the 2014 Plan, the Company recorded an other-than-temporary impairment of an equity method investment, reserved certain receivables within the Company's international operations and recorded other exit costs totaling $4.8 million during fiscal 2014, of which $1.4 million was a cash cost.

The Company recorded the costs related to the 2014 restructuring activities within its Corporate category in the restructuring costs line item as a component of selling, general and administrative expenses in the consolidated statements of operations.

2013 Restructuring Activities

On October 4, 2013, the Board of Directors of the Company approved a plan to restructure the Company's Dominican Republic manufacturing operations in a manner intended to lower the Company's cost of goods sold, as described below ("the 2013 Plan"). During the fourth quarter of fiscal 2013, the Company sold a manufacturing facility in the Dominican Republic and closed a second manufacturing facility. The Company no longer maintains any Company-owned manufacturing operations in the Dominican Republic. The Company recognized $7.6 million of restructuring costs in fiscal 2013 and restructuring costs of $1.0 million during fiscal 2014. The Company considers the 2013 Plan complete and all costs incurred have been recognized in the Company's Corporate category and are included in the restructuring costs line item as a component of cost of goods sold in the consolidated statements of operations.

The following is a summary of the activity with respect to a reserve established by the Company in connection with the 2013 Plan, by category of costs.

(In millions)	Severance and employee related	Costs associated with exit or disposal activities	Total
Balance at December 29, 2012	$ —	$ —	$ —
Restructuring costs	1.4	6.2	7.6
Amounts paid	(1.4)	—	(1.4)
Charges against assets	—	(5.7)	(5.7)
Balance at December 28, 2013	$ —	$ 0.5	$ 0.5
Restructuring costs	**0.1**	**0.9**	**1.0**
Amounts paid	**(0.1)**	**(1.2)**	**(1.3)**
Charges against assets	**—**	**(0.2)**	**(0.2)**
Balance at January 3, 2015	**$ —**	**$ —**	**$ —**

In addition to the amounts recorded under the 2013 Plan, the Company recorded an impairment of $0.7 million during fiscal 2013 related to certain consumer-direct store assets where the estimated future cash flows did not support the net book value of the store assets.

17. BUSINESS ACQUISITIONS

On October 9, 2012, the Company acquired all of the outstanding equity interests of PLG as well as certain other assets. Consideration paid to acquire PLG was approximately $1,249.5 million in cash. PLG markets casual and athletic footwear, apparel and related accessories for adults and children under well-known brand names including *Sperry Top-Sider®, Saucony®, Stride Rite®* and *Keds®*. The Company accounted for the acquisition under the provisions of FASB ASC Topic 805, *Business Combinations*. The related assets acquired and liabilities assumed were recorded at fair value on the acquisition date. The operating results for PLG are included in the Company's consolidated results of operations beginning October 9, 2012.

The Company funded the transaction using a combination of approximately $88.8 million of cash on hand and new borrowings. The Company's debt financing included net proceeds from the term loan debt associated with the Credit Agreement and net proceeds from the senior notes.

For fiscal 2014, the Company incurred $15.2 million of acquisition-related integration costs included within selling, general and administrative expenses within the Company's consolidated statements of operations. These costs include other purchased services ($1.1 million), compensation expenses ($3.9 million) and other integration costs ($10.2 million). For fiscal 2013, the Company incurred $41.5 million of acquisition-related integration costs included within selling, general and administrative expenses within the Company's consolidated statements of operations. These costs include compensation expenses ($26.2 million), other purchased services ($10.6 million), amortization expense related to short-lived intangible assets ($2.4 million) and professional and legal fees ($2.3 million). For fiscal 2012, the Company incurred $42.2 million of acquisition-related transaction and integration costs of which $4.5 million, $32.5 million and $5.2 million were included within cost of goods sold, selling, general, and administrative expenses and interest expense, respectively, within the Company's consolidated statements of operations. The charge to cost of goods sold of $4.5 million relates to the fair value adjustment to acquisition-date inventory and severance costs. The costs within selling, general and administrative expenses include professional and legal fees ($14.9 million), taxes paid on behalf of the seller ($9.7 million), other purchased services ($5.2 million) and severance ($2.7 million). The $5.2 million of interest expense includes an acquisition-related financing commitment fee and refinancing fees associated with the Company's acquisition of PLG.

During the measurement period, the Company made certain post-closing adjustments related to the valuation of a receivable due from the seller, other assets and accruals, intangible assets and deferred income taxes that resulted in a net reduction to goodwill of $10.8 million. The following table summarizes the final fair values of the assets acquired and liabilities assumed in connection with the PLG acquisition.

(In millions)	Initial valuation at December 29, 2012	Measurement period adjustments	Final valuation at December 28, 2013
Cash	$ 23.6	$ —	$ 23.6
Accounts receivable	146.9	4.3	151.2
Inventories	203.5	—	203.5
Deferred income taxes	13.6	—	13.6
Other current assets	13.2	—	13.2
Property, plant and equipment	77.1	—	77.1
Goodwill	419.6	(10.8)	408.8
Intangible assets	820.6	1.2	821.8
Other	11.2	—	11.2
Total assets acquired	1,729.3	(5.3)	1,724.0
Accounts payable	97.4	—	97.4
Other accrued liabilities	40.0	2.2	42.2
Deferred income taxes	294.7	(7.5)	287.2
Accrued pension liabilities	37.7	—	37.7
Other liabilities	10.0	—	10.0
Total liabilities assumed	479.8	(5.3)	474.5
Net assets acquired	$ 1,249.5	$ —	$ 1,249.5

The excess of the purchase price over the fair value of net assets acquired of $408.8 million was recorded as goodwill in the consolidated balance sheets and has been assigned to the Performance Group and Lifestyle Group reportable operating segments as follows:

(In millions)	Goodwill from the acquisition of PLG
Performance Group	$ 82.5
Lifestyle Group	326.3
Total	$ 408.8

The goodwill recognized is attributable primarily to expected synergies and the assembled workforce of PLG. Substantially all of the goodwill is not amortizable for income tax purposes.

Intangible assets acquired in the PLG acquisition were valued as follows:

(In millions)	Intangible asset	Useful life
Trade names and trademarks	$ 671.8	Indefinite
Customer lists	100.5	3-20 years
Licensing agreements	28.8	4-5 years
Developed product technology	14.9	3-5 years
Backlog	5.2	6 months
Net favorable leases	0.6	10 years
Total intangible assets acquired	$ 821.8	

The Company assigned fair values to the identifiable intangible assets through a combination of the relief from royalty and the excess earnings methods.

At the time of the acquisition, a step-up in the value of inventory of $4.0 million was recorded in the allocation of the purchase price based on valuation estimates, all of which was charged to cost of sales in the fourth quarter of fiscal 2012 as the inventory was deemed sold. In addition, fixed assets were written up by approximately $18.8 million to their estimated fair market value based on a valuation method that included both cost and market approaches. This additional step-up in value is being depreciated over the estimated remaining useful lives of the assets.

18. SUBSIDIARY GUARANTORS OF THE PUBLIC BONDS

The following tables present consolidated condensed financial information for (a) the Company (for purposes of this discussion and table, “Parent”); (b) the guarantors of the Public Bonds, which include substantially all of the domestic, 100% owned subsidiaries of the Parent (“Subsidiary Guarantors”); and (c) the wholly- and partially-owned foreign subsidiaries of the Parent, which do not guarantee the Notes (“Non-Guarantor Subsidiaries”). Separate financial statements of the Subsidiary Guarantors are not presented because they are fully and unconditionally, jointly and severally liable under the guarantees, except for normal and customary release provisions.

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Condensed Statements of Operations
For the fiscal year ended January 3, 2015

(In millions)	Parent	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Revenue	$ 607.8	$ 3,276.1	$ 848.8	$ (1,971.6)	$ 2,761.1
Cost of goods sold	442.9	2,594.9	483.5	(1,847.5)	1,673.8
Restructuring costs	0.1	—	0.9	—	1.0
Gross profit	164.8	681.2	364.4	(124.1)	1,086.3
Selling, general and administrative expenses	126.1	555.1	258.1	(124.1)	815.2
Acquisition-related integration costs	6.5	1.1	7.6	—	15.2
Restructuring costs	3.0	10.4	12.6	—	26.0
Operating profit	29.2	114.6	86.1	—	229.9
Other expenses:					
Interest expense, net	45.4	0.1	(0.1)	—	45.4
Debt extinguishment costs	1.3	—	—	—	1.3
Other expense (income), net	—	(1.3)	3.0	—	1.7
Total other expense (income)	46.7	(1.2)	2.9	—	48.4
Earnings (loss) before income taxes	(17.5)	115.8	83.2	—	181.5
Income tax expense	0.7	37.7	9.2	—	47.6
Earnings (loss) before equity in earnings of consolidated subsidiaries	(18.2)	78.1	74.0	—	133.9
Equity in earnings of consolidated subsidiaries	151.3	9.4	74.7	(235.4)	—
Net earnings	133.1	87.5	148.7	(235.4)	133.9
Less: net earnings attributable to noncontrolling interest	—	—	0.8	—	0.8
Net earnings attributable to Wolverine World Wide, Inc.	$ 133.1	$ 87.5	$ 147.9	$ (235.4)	$ 133.1

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Condensed Statements of Comprehensive Income
For the fiscal year ended January 3, 2015

(In millions)	Parent	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net earnings	$ 133.1	$ 87.5	$ 148.7	$ (235.4)	$ 133.9
Other comprehensive income (loss), net of tax:					
Foreign currency translation adjustments	(17.4)	—	(18.5)	17.4	(18.5)
Change in fair value of foreign exchange contracts	9.4	—	9.4	(9.4)	9.4
Change in fair value of interest rate swap	(0.2)	—	—	—	(0.2)
Pension adjustments	(32.1)	(10.3)	—	10.3	(32.1)
Other comprehensive income (loss)	(40.3)	(10.3)	(9.1)	18.3	(41.4)
Comprehensive income	92.8	77.2	139.6	(217.1)	92.5
Less: comprehensive (loss) income attributable to noncontrolling interest	—	—	(0.3)	—	(0.3)
Comprehensive income attributable to Wolverine World Wide, Inc.	$ 92.8	$ 77.2	$ 139.9	$ (217.1)	$ 92.8

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Condensed Statements of Operations
For the fiscal year ended December 28, 2013

(In millions)	Parent	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Revenue	$ 538.2	$ 3,849.1	$ 774.4	$ (2,470.6)	$ 2,691.1
Cost of goods sold	383.8	3,207.9	415.4	(2,388.1)	1,619.0
Restructuring costs	0.1	—	7.5	—	7.6
Gross profit	154.3	641.2	351.5	(82.5)	1,064.5
Selling, general and administrative expenses	139.0	506.7	266.8	(82.5)	830.0
Acquisition-related integration costs	16.9	14.9	9.7	—	41.5
Restructuring costs	—	—	0.7	—	0.7
Operating profit (loss)	(1.6)	119.6	74.3	—	192.3
Other expenses:					
Interest expense, net	52.1	(0.2)	0.1	—	52.0
Debt extinguishment costs	13.1	—	—	—	13.1
Other expense (income), net	(3.7)	0.1	3.1	—	(0.5)
Total other expense (income)	61.5	(0.1)	3.2	—	64.6
Earnings (loss) before income taxes	(63.1)	119.7	71.1	—	127.7
Income tax expense	1.5	19.3	5.9	—	26.7
Earnings (loss) before equity in earnings of consolidated subsidiaries	(64.6)	100.4	65.2	—	101.0
Equity in earnings of consolidated subsidiaries	165.0	114.5	21.7	(301.2)	—
Net earnings	100.4	214.9	86.9	(301.2)	101.0
Less: net earnings attributable to noncontrolling interest	—	—	0.6	—	0.6
Net earnings attributable to Wolverine World Wide, Inc.	$ 100.4	$ 214.9	$ 86.3	$ (301.2)	$ 100.4

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Condensed Statements of Comprehensive Income
For the fiscal year ended December 28, 2013

(In millions)	Parent	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net earnings	$ 100.4	$ 214.9	$ 86.9	$ (301.2)	$ 101.0
Other comprehensive income (loss), net of tax:					
Foreign currency translation adjustments	(5.4)	—	(5.4)	5.4	(5.4)
Change in fair value of foreign exchange contracts	0.9	—	0.9	(0.9)	0.9
Change in fair value of interest rate swap	1.6	—	—	—	1.6
Pension adjustments	81.2	13.1	—	(13.1)	81.2
Other comprehensive income (loss)	78.3	13.1	(4.5)	(8.6)	78.3
Comprehensive (loss) income	178.7	228.0	82.4	(309.8)	179.3
Less: comprehensive (loss) income attributable to noncontrolling interest	(0.1)	—	0.6	—	0.5
Comprehensive income attributable to Wolverine World Wide, Inc.	$ 178.8	$ 228.0	$ 81.8	$ (309.8)	$ 178.8

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Condensed Statements of Operations
For the fiscal year ended December 29, 2012

(In millions)	Parent	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Revenue	$ 527.1	$ 1,065.7	$ 539.2	$ (491.2)	$ 1,640.8
Cost of goods sold	390.6	780.6	277.1	(440.2)	1,008.1
Acquisition-related transaction and integration costs	0.8	3.7	—	—	4.5
Gross profit	135.7	281.4	262.1	(51.0)	628.2
Selling, general and administrative expenses	123.0	206.0	204.7	(51.7)	482.0
Acquisition-related transaction and integration costs	31.3	1.2	—	—	32.5
Operating profit (loss)	(18.6)	74.2	57.4	0.7	113.7
Other expenses:					
Interest expense, net	13.9	(0.2)	0.3	—	14.0
Acquisition-related interest expense	5.2	—	—	—	5.2
Other expense (income), net	0.4	(0.2)	0.1	—	0.3
Total other expense (income)	19.5	(0.4)	0.4	—	19.5
Earnings (loss) before income taxes	(38.1)	74.6	57.0	0.7	94.2
Income tax expense (benefit)	12.3	(0.1)	1.2	—	13.4
Earnings (loss) before equity in earnings of consolidated subsidiaries	(50.4)	74.7	55.8	0.7	80.8
Equity in earnings of consolidated subsidiaries	131.1	54.4	61.2	(246.7)	—
Net earnings	80.7	129.1	117.0	(246.0)	80.8
Less: net earnings attributable to noncontrolling interest	—	—	0.1	—	0.1
Net earnings attributable to Wolverine World Wide, Inc.	$ 80.7	$ 129.1	$ 116.9	$ (246.0)	$ 80.7

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Condensed Statements of Comprehensive Income
For the fiscal year ended December 29, 2012

(In millions)	Parent	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net earnings	$ 80.7	$ 129.1	$ 117.0	$ (246.0)	$ 80.8
Other comprehensive income (loss), net of tax:					
Foreign currency translation adjustments	5.7	—	5.7	(5.7)	5.7
Change in fair value of foreign exchange contracts	(5.0)	—	(5.0)	5.0	(5.0)
Change in fair value of interest rate swap	(1.0)	—	—	—	(1.0)
Pension adjustments	(16.2)	—	—	—	(16.2)
Other comprehensive (loss) income	(16.5)	—	0.7	(0.7)	(16.5)
Comprehensive income	64.2	129.1	117.7	(246.7)	64.3
Less comprehensive income (loss) attributable to noncontrolling interest	(0.1)	—	0.1	—	—
Comprehensive income attributable to Wolverine World Wide, Inc.	$ 64.3	$ 129.1	$ 117.6	$ (246.7)	$ 64.3

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Condensed Balance Sheets
As of January 3, 2015

(In millions)	Parent	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	$ 11.4	$ 3.3	$ 209.1	$ —	$ 223.8
Accounts receivable, net	18.8	181.4	112.5	—	312.7
Inventories:					
Finished products, net	59.5	260.0	78.6	—	398.1
Raw materials and work-in-process, net	2.1	1.3	12.5	—	15.9
Total inventories	61.6	261.3	91.1	—	414.0
Deferred income taxes	12.8	14.0	1.3	—	28.1
Prepaid expenses and other current assets	24.8	21.4	17.4	—	63.6
Total current assets	129.4	481.4	431.4	—	1,042.2
Property, plant and equipment:					
Gross cost	230.7	150.7	33.9	—	415.3
Accumulated depreciation	(183.3)	(72.6)	(22.6)	—	(278.5)
Property, plant and equipment, net	47.4	78.1	11.3	—	136.8
Other assets:					
Goodwill	7.9	353.0	77.9	—	438.8
Indefinite-lived intangibles	4.3	674.9	11.3	—	690.5
Amortizable intangibles, net	0.6	111.5	—	—	112.1
Deferred income taxes	—	—	2.8	—	2.8
Deferred financing costs, net	16.5	—	—	—	16.5
Other	49.8	11.9	3.1	—	64.8
Intercompany accounts receivable	22.1	2,225.4	621.1	(2,868.6)	—
Investment in affiliates	3,158.2	608.8	1,221.3	(4,988.3)	—
Total other assets	3,259.4	3,985.5	1,937.5	(7,856.9)	1,325.5
Total assets	$ 3,436.2	$ 4,545.0	$ 2,380.2	$ (7,856.9)	$ 2,504.5

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Condensed Balance Sheets - continued
As of January 3, 2015

(In millions)	Parent	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
LIABILITIES AND STOCKHOLDERS' EQUITY					
Current liabilities:					
Accounts payable	$ 37.5	$ 66.4	$ 45.5	$ —	$ 149.4
Accrued salaries and wages	23.2	6.0	6.9	—	36.1
Other accrued liabilities	31.6	40.9	36.0	—	108.5
Current maturities of long-term debt	46.7	—	—	—	46.7
Total current liabilities	139.0	113.3	88.4	—	340.7
Long-term debt, less current maturities	853.5	0.6	—	—	854.1
Accrued pension liabilities	106.6	21.5	—	—	128.1
Deferred income taxes	(60.7)	274.7	3.0	—	217.0
Other liabilities	13.3	10.6	2.7	—	26.6
Intercompany accounts payable	1,451.0	734.5	683.1	(2,868.6)	—
Stockholders' equity					
Wolverine World Wide, Inc. stockholders' equity	933.5	3,389.8	1,598.5	(4,988.3)	933.5
Noncontrolling interest	—	—	4.5	—	4.5
Total stockholders' equity	933.5	3,389.8	1,603.0	(4,988.3)	938.0
Total liabilities and stockholders' equity	$ 3,436.2	$ 4,545.0	$ 2,380.2	$ (7,856.9)	$ 2,504.5

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Condensed Balance Sheets
As of December 28, 2013

(In millions)	Parent	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	$ 18.8	$ 15.0	$ 180.4	$ —	$ 214.2
Accounts receivable, net	63.9	213.2	121.0	—	398.1
Inventories:					
Finished products, net	55.0	270.8	81.0	(0.8)	406.0
Raw materials and work-in-process, net	(0.1)	0.9	21.4	—	22.2
Total inventories	54.9	271.7	102.4	(0.8)	428.2
Deferred income taxes	15.3	12.6	1.2	—	29.1
Prepaid expenses and other current assets	26.9	11.1	10.4	—	48.4
Total current assets	179.8	523.6	415.4	(0.8)	1,118.0
Property, plant and equipment:					
Gross cost	223.7	143.2	49.2	—	416.1
Accumulated depreciation	(174.4)	(57.4)	(32.4)	—	(264.2)
Property, plant and equipment, net	49.3	85.8	16.8	—	151.9
Other assets:					
Goodwill	7.7	354.3	83.3	—	445.3
Indefinite-lived intangibles	4.4	674.7	11.4	—	690.5
Amortizable intangibles, net	0.2	126.4	0.1	—	126.7
Deferred income taxes	—	—	3.4	—	3.4
Deferred financing costs, net	22.0	—	—	—	22.0
Other	46.0	12.3	5.3	0.8	64.4
Intercompany accounts receivable	—	1,445.4	347.5	(1,792.9)	—
Investment in affiliates	3,033.2	555.6	393.5	(3,982.3)	—
Total other assets	3,113.5	3,168.7	844.5	(5,774.4)	1,352.3
Total assets	$ 3,342.6	$ 3,778.1	$ 1,276.7	$ (5,775.2)	$ 2,622.2

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Condensed Balance Sheets - continued
As of December 28, 2013

(In millions)	Parent	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
LIABILITIES AND STOCKHOLDERS' EQUITY					
Current liabilities:					
Accounts payable	$ 31.6	$ 61.7	$ 41.9	$ —	$ 135.2
Accrued salaries and wages	27.0	8.6	5.9	—	41.5
Other accrued liabilities	40.8	22.1	36.4	—	99.3
Current maturities of long-term debt	53.3	—	—	—	53.3
Total current liabilities	152.7	92.4	84.2	—	329.3
Long-term debt, less current maturities	1,096.7	—	—	—	1,096.7
Accrued pension liabilities	60.9	13.3	—	—	74.2
Deferred income taxes	(38.2)	287.7	4.4	—	253.9
Other liabilities	12.4	11.5	2.8	—	26.7
Intercompany accounts payable	1,220.5	153.7	418.7	(1,792.9)	—
Stockholders' equity:					
Wolverine World Wide, Inc. stockholders' equity	837.6	3,219.5	762.8	(3,982.3)	837.6
Noncontrolling interest	—	—	3.8	—	3.8
Total stockholders' equity	837.6	3,219.5	766.6	(3,982.3)	841.4
Total liabilities and stockholders' equity	$ 3,342.6	$ 3,778.1	$ 1,276.7	$ (5,775.2)	$ 2,622.2

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Condensed Statements of Cash Flow
For the fiscal year ended January 3, 2015

(In millions)	Parent	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net cash provided by operating activities	$ 274.1	$ 9.1	$ 31.4	$ —	$ 314.6
Investing activities					
Additions to property, plant and equipment	(7.7)	(19.6)	(2.7)	—	(30.0)
Investment in joint ventures	—	—	(1.1)	—	(1.1)
Other	(2.4)	(1.2)	(0.1)	—	(3.7)
Net cash used in investing activities	(10.1)	(20.8)	(3.9)	—	(34.8)
Financing activities					
Payments of long-term debt	(249.8)	—	—	—	(249.8)
Cash dividends paid	(24.0)	—	—	—	(24.0)
Purchases of shares under employee stock plans	(10.5)	—	—	—	(10.5)
Proceeds from the exercise of stock options	7.3	—	—	—	7.3
Excess tax benefits from stock-based compensation	5.6	—	—	—	5.6
Contributions from noncontrolling interest	—	—	1.0	—	1.0
Net cash (used in) provided by financing activities	(271.4)	—	1.0	—	(270.4)
Effect of foreign exchange rate changes	—	—	0.2	—	0.2
Increase (decrease) in cash and cash equivalents	(7.4)	(11.7)	28.7	—	9.6
Cash and cash equivalents at beginning of the year	18.8	15.0	180.4	—	214.2
Cash and cash equivalents at end of the year	$ 11.4	$ 3.3	$ 209.1	$ —	$ 223.8

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Condensed Statements of Cash Flow
For the fiscal year ended December 28, 2013

(In millions)	Parent	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net cash provided by (used in) operating activities	$ 127.1	$ (10.0)	$ 85.2	$ —	$ 202.3
Investing activities					
Additions to property, plant and equipment	(11.9)	(25.0)	(4.8)	—	(41.7)
Proceeds from sale of property, plant and equipment	—	2.8	—		2.8
Investment in joint ventures	—	—	(2.5)	—	(2.5)
Other	(2.9)	(1.3)	0.9	—	(3.3)
Net cash (used in) investing activities	(14.8)	(23.5)	(6.4)	—	(44.7)
Financing activities					
Borrowings of long-term debt	775.0	—	—	—	775.0
Payments of long-term debt	(875.0)	—	—	—	(875.0)
Payments of debt issuance costs	(2.3)	—	—	—	(2.3)
Cash dividends paid	(23.7)	—	—	—	(23.7)
Purchases of shares under employee stock plans	(0.8)	—	—	—	(0.8)
Proceeds from the exercise of stock options	8.6	—	—	—	8.6
Excess tax benefits from stock-based compensation	3.4	—	—	—	3.4
Contributions from noncontrolling interest	—	—	2.0	—	2.0
Net cash provided by (used in) financing activities	(114.8)	—	2.0	—	(112.8)
Effect of foreign exchange rate changes	—	—	(2.0)	—	(2.0)
Increase (decrease) in cash and cash equivalents	(2.5)	(33.5)	78.8	—	42.8
Cash and cash equivalents at beginning of the year	21.3	48.5	101.6	—	171.4
Cash and cash equivalents at end of the year	$ 18.8	$ 15.0	$ 180.4	$ —	$ 214.2

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES
Consolidated Condensed Statements of Cash Flow
For the fiscal year ended December 29, 2012

(In millions)	Parent	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net cash provided by operating activities	$ 11.0	$ 26.0	$ 54.6	$ —	$ 91.6
Investing activities					
Business acquisition, net of cash acquired	(1,160.7)	23.6	(88.8)	—	(1,225.9)
Additions to property, plant and equipment	(10.8)	(4.1)	—	—	(14.9)
Investment in joint venture	—	—	(2.9)	—	(2.9)
Other	(2.4)	—	—	—	(2.4)
Net cash (used in) provided by investing activities	(1,173.9)	19.5	(91.7)	—	(1,246.1)
Financing activities					
Net repayments under revolving credit agreement	(11.0)	—	—	—	(11.0)
Borrowings of long-term debt	1,275.0	—	—	—	1,275.0
Payments of long-term debt	(25.0)	—	(0.5)	—	(25.5)
Payments of debt issuance costs	(40.1)	—	—	—	(40.1)
Cash dividends paid	(23.6)	—	—	—	(23.6)
Purchase of common stock for treasury	(2.4)	—	—	—	(2.4)
Purchases of shares under employee stock plans	(11.7)	—	—	—	(11.7)
Proceeds from the exercise of stock options	11.6	—	—	—	11.6
Excess tax benefits from stock-based compensation	9.9	—	—	—	9.9
Contributions from noncontrolling interest	—	—	1.2	—	1.2
Net cash provided by financing activities	1,182.7	—	0.7	—	1,183.4
Effect of foreign exchange rate changes	—	—	2.5	—	2.5
Increase (decrease) in cash and cash equivalents	19.8	45.5	(33.9)	—	31.4
Cash and cash equivalents at beginning of the year	1.5	3.0	135.5	—	140.0
Cash and cash equivalents at end of the year	$ 21.3	$ 48.5	$ 101.6	$ —	$ 171.4

19. QUARTERLY RESULTS OF OPERATIONS (UNAUDITED)

The Company reports its quarterly results of operations on the basis of 12-week periods for each of the first three fiscal quarters and a 16- or 17-week period for the fiscal fourth quarter. The fourth quarter of fiscal 2014 consists of 17 weeks and the fourth quarter of fiscal 2013 consists of 16 weeks. The aggregate quarterly earnings per share amounts disclosed in the table below may not equal the annual per share amounts due to rounding and the fact that results for each quarter are calculated independently of the full fiscal year. The Company's unaudited quarterly results of operations are as follows:

	Fiscal 2014			
(In millions, except per share data)	**First Quarter**	**Second Quarter**	**Third Quarter**	**Fourth Quarter**
Revenue	**$ 627.6**	**$ 613.5**	**$ 711.1**	**$ 808.9**
Gross profit	**255.8**	**245.7**	**284.7**	**300.1**
Net earnings attributable to Wolverine World Wide, Inc.	**37.1**	**27.5**	**57.8**	**10.7**
Net earnings per share:				
Basic	**$ 0.37**	**$ 0.28**	**$ 0.58**	**$ 0.11**
Diluted	**0.36**	**0.27**	**0.57**	**0.10**

	Fiscal 2013			
(In millions, except per share data)	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Revenue	$ 645.9	$ 587.8	$ 716.6	$ 740.8
Gross profit	262.1	241.1	286.0	275.3
Net earnings (loss) attributable to Wolverine World Wide, Inc.	29.8	17.9	54.4	(1.7)
Net earnings (loss) per share:				
Basic	$ 0.30	$ 0.18	$ 0.55	$ (0.02)
Diluted	0.30	0.18	0.54	(0.02)

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders of Wolverine World Wide, Inc.

We have audited the accompanying consolidated balance sheets of Wolverine World Wide, Inc. and subsidiaries as of January 3, 2015 and December 28, 2013, and the related consolidated statements of income, comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended January 3, 2015. Our audits also included the financial statement schedule listed in the Index at Item 15(a)(2). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Wolverine World Wide, Inc. and subsidiaries at January 3, 2015 and December 28, 2013, and the consolidated results of their operations and their cash flows for each of the three years in the period ended January 3, 2015, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Wolverine World Wide, Inc.'s internal control over financial reporting as of January 3, 2015, based on criteria established in Internal Control-Integrated Framework (2013 framework) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 3, 2015 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Grand Rapids, Michigan
March 3, 2015

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders of Wolverine World Wide, Inc.

We have audited Wolverine World Wide Inc.'s internal control over financial reporting as of January 3, 2015, based on criteria established in Internal Control-Integrated Framework (2013 framework) issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). Wolverine World Wide, Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

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

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

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Wolverine World Wide, Inc. maintained, in all material respects, effective internal control over financial reporting as of January 3, 2015, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Wolverine World Wide, Inc. and subsidiaries as of January 3, 2015 and December 28, 2013, and the related consolidated statements of operations, comprehensive income, cash flows and stockholders' equity for each of the three years in the period ended January 3, 2015, and our report dated March 3, 2015 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Grand Rapids, Michigan
March 3, 2015

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

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

An evaluation was performed under the supervision and with the participation of the Company's management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures. Based on and as of the time of such evaluation, the Company's management, including the Chief Executive Officer and Chief Financial Officer, concluded that the Company's disclosure controls and procedures were effective as of the end of the period covered by this Annual Report on Form 10-K.

Management's Report on Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Securities Exchange Act Rule 13a-15(f). Under the supervision and with the participation of management, including the Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of internal control over financial reporting as of January 3, 2015, based on the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in Internal Control – Integrated Framework (2013 framework). Based on that evaluation, management, including the Chief Executive Officer and Chief Financial Officer, concluded that internal control over financial reporting was effective as of January 3, 2015.

The effectiveness of the Company's internal control over financial reporting as of January 3, 2015 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in its report, which is included in Item 8 of this Annual Report on Form 10-K and is incorporated herein by reference.

Changes in Internal Control Over Financial Reporting

There was no change in the Company's internal control over financial reporting that occurred during the seventeen-week period ended January 3, 2015 that has materially affected, or that is reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The Company's Audit Committee is comprised of three Board members, all of whom are independent under independence standards adopted by the Board and applicable SEC regulations and New York Stock Exchange standards (including independence standards related specifically to Audit Committee membership). The Audit Committee members each have financial and business experience with companies of substantial size and complexity and have an understanding of financial statements, internal controls and audit committee functions. The Company's Board of Directors has determined that Jeffrey M. Boromisa and William K. Gerber are audit committee financial experts, as defined by the SEC. Additional information regarding the Audit Committee is provided in the Definitive Proxy Statement of the Company with respect to the Annual Meeting of Stockholders to be held on April 22, 2015, under the caption "Corporate Governance" under the subheading "Board Committees."

The Company has adopted an Accounting and Finance Code of Ethics that applies to the Company's principal executive officer, principal financial officer and principal accounting officer, and has adopted a Code of Conduct & Compliance that applies to the Company's directors and employees. The Accounting and Finance Code of Ethics and the Code of Conduct & Compliance are available on the Company's website at *www.wolverineworldwide.com/investor-relations/corporate-governance*. Any waiver from the Accounting and Finance Code of Ethics or the Code of Conduct & Compliance with respect to the Company's executive officers and directors will be disclosed on the Company's website. Any amendment to the Accounting and Finance Code of Ethics and the Code of Conduct & Compliance will be disclosed on the Company's website.

The information regarding directors of the Company contained under the caption "Board of Directors" in the Definitive Proxy Statement of the Company with respect to the Annual Meeting of Stockholders to be held on April 22, 2015, is incorporated herein by reference.

The information regarding directors and executive officers of the Company under the caption "Additional Information" under the subheading "Section 16(a) Beneficial Ownership Reporting Compliance" in the Definitive Proxy Statement of the Company with respect to the Annual Meeting of Stockholders to be held on April 22, 2015, is incorporated herein by reference.

Item 11. Executive Compensation

The information contained under the captions "Non-Employee Director Compensation in Fiscal Year 2014," "Compensation Discussion and Analysis," "Compensation Committee Report," "Summary Compensation Table," "Grants of Plan-Based Awards in Fiscal Year 2014," "Outstanding Equity Awards at 2014 Fiscal Year-End," "Option Exercises and Stock Vested in Fiscal Year 2014," "Pension Plans and 2014 Pension Benefits" and "Potential Payments Upon Termination or Change in Control" in the Definitive Proxy Statement of the Company with respect to the Annual Meeting of Stockholders to be held on April 22, 2015, is incorporated herein by reference. The information contained under the caption "Corporate Governance" under the subheadings "Risk Considerations in Compensation Programs" and "Board Committees" in the Definitive Proxy Statement of the Company with respect to the Annual Meeting of Stockholders to be held on April 22, 2015, is also incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information contained under the caption "Securities Ownership of Officers and Directors and Certain Beneficial Owners" and "Equity Compensation Plan Information" contained in the Definitive Proxy Statement of the Company with respect to the Annual Meeting of Stockholders to be held on April 22, 2015, is incorporated herein by reference.

Equity Compensation Plan Information

The following table provides information about the Company's equity compensation plans as of January 3, 2015:

Plan Category [1]	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans Excluding Securities Reflected in Column (a)) (c)
Equity compensation plans approved by security holders	6,397,993 [2], [3]	$18.36	7,918,403 [4]
Equity compensation plans not approved by security holders	—	—	—
Total	6,397,993	$18.36	7,918,403

(1) Each plan for which aggregated information is provided contains customary anti-dilution provisions that are applicable in the event of a stock split, stock dividend or certain other changes in the Company's capitalization.

(2) Includes: (i) 5,863,065 stock options awarded to employees under the Amended and Restated Stock Incentive Plan of 1999, the Amended and Restated Stock Incentive Plan of 2001, the Amended and Restated Stock Incentive Plan of 2003, the Amended and Restated Stock Incentive Plan of 2005, the Stock Incentive Plan of 2010 and the Stock Incentive Plan of 2013; and (ii) and 534,928 stock options awarded to non-employee directors under the Stock Incentive Plan of 2013, Stock Incentive Plan of 2010, the Amended and Restated Stock Incentive Plan of 2005 and the Amended and Restated Directors' Stock Option Plan last approved by stockholders in 2002. Column (a) does not include stock units credited to outside directors' fee accounts or retirement accounts under the Outside Directors' Deferred Compensation Plan. Stock units do not have an exercise price. Each stock unit credited to a director's fee account and retirement account under the Outside Directors' Deferred Compensation Plan will be converted into one share of common stock upon distribution. Column (a) also does not include shares of restricted or unrestricted common stock previously issued under the Company's equity compensation plans.

(3) Of this amount, 2,047,294 options were not exercisable as of January 3, 2015 due to vesting restrictions.

(4) Comprised of: (i) 253,575 shares available for issuance under the Outside Directors' Deferred Compensation Plan upon the retirement of the current directors or upon a change in control; and (ii) 7,664,828 shares issuable under the Stock Incentive Plan of 2013.

The Outside Directors' Deferred Compensation Plan is a supplemental, unfunded, nonqualified deferred compensation plan for non-employee directors. Beginning in 2006, the Company began paying an annual equity retainer to non-management directors in the form of a contribution under the Outside Directors' Deferred Compensation Plan. Non-management directors may also voluntarily elect to receive, in lieu of some or all directors' fees, a number of stock units equal to the amount of the deferred directors' fees divided by the fair market value of the Company's common stock on the date of payment of the next cash dividend on the Company's common stock. These stock units are increased by a dividend equivalent based on dividends paid by the Company and the amount of stock units credited to the participating director's fee account and retirement account. Upon distribution, the participating directors receive a number of shares of the Company's common stock equal to the number of stock units to be distributed at that time. Distribution is triggered by termination of service as a director or by a change in control of the Company and can occur in a lump sum, in installments or on another deferred basis. A total of 441,302 shares have been issued to a trust to satisfy the Company's obligations when distribution is triggered and are included in shares the Company reports as issued and outstanding.

The Stock Incentive Plan of 2013 is an equity-based incentive plan for officers, key employees, and directors. The Stock Incentive Plan of 2013 authorizes awards of stock options, restricted common stock, common stock, restricted stock units and/or stock appreciation rights. The Stock Incentive Plan of 2013 provides that each share of restricted or unrestricted common stock and each restricted stock unit issued under the plan is counted as 2.6 shares against the total number of shares authorized for issuance under the plan. The number of securities listed as remaining available in column (c) of the table assumes only stock options will be issued under the plan in the future; each stock option counts as only one share against the total number of shares authorized for issuance under the plan. Actual shares available under the plan will be less to the extent that the Company awards restricted common stock, unrestricted common stock or restricted stock units under the plan. The numbers provided in this footnote and in column (c) will increase to the extent that options relating to the number of shares listed in column (a) of the table or other outstanding awards (e.g., shares of restricted or unrestricted stock, restricted stock units or stock appreciation rights) previously issued under the plan are canceled, surrendered, modified, exchanged for substitutes, expire or terminate prior to exercise or vesting because the number of shares underlying any such awards will again become available for issuance under the plan under which the award was granted.

Of the total number of shares available under column (c), the number of shares with respect to the following plans may be issued other than upon the exercise of an option, warrant or right outstanding as of January 3, 2015:

- Outside Directors' Deferred Compensation Plan: 253,575
- Stock Incentive Plan of 2013: 2,948,011

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information contained under the caption "Related Party Matters" under the subheadings "Certain Relationships and Related Transactions" and "Related Person Transactions Policy" contained in the Definitive Proxy Statement of the Company with respect to the Annual Meeting of Stockholders to be held on April 22, 2015, is incorporated herein by reference. The information contained under the caption "Corporate Governance" under the subheading "Director Independence" contained in the Definitive Proxy Statement of the Company with respect to the Annual Meeting of Stockholders to be held on April 22, 2015, is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services

The information contained under the caption "Independent Registered Public Accounting Firm" in the Definitive Proxy Statement of the Company with respect to the Annual Meeting of Stockholders to be held on April 22, 2015, is incorporated herein by reference.

PART IV

Item 15. Exhibits, Financial Statement Schedules

(a) The following documents are filed as part of this report:

(1) **Financial Statements** Included in Item 8

The following consolidated financial statements of Wolverine World Wide, Inc. and its subsidiaries are filed as a part of this report:

- Consolidated Statements of Operations for the Fiscal Years Ended January 3, 2015, December 28, 2013 and December 29, 2012.
- Consolidated Statements of Comprehensive Income for the Fiscal Years Ended January 3, 2015, December 28, 2013 and December 29, 2012.
- Consolidated Balance Sheets as of January 3, 2015 and December 28, 2013.
- Consolidated Statements of Cash Flows for the Fiscal Years Ended January 3, 2015, December 28, 2013 and December 29, 2012.
- Consolidated Statements of Stockholders' Equity for the Fiscal Years Ended January 3, 2015, December 28, 2013 and December 29, 2012.
- Notes to the Consolidated Financial Statements.
- Reports of Independent Registered Public Accounting Firm.

(2) **Financial Statement Schedules** Attached as Appendix A

The following consolidated financial statement schedule of Wolverine World Wide, Inc. and its subsidiaries is filed as a part of this report:

- Schedule II - Valuation and Qualifying Accounts.

All other schedules (I, III, IV, and V) for which provision is made in the applicable accounting regulations of the SEC are not required under the related instructions or are inapplicable and, therefore, have been omitted.

(3) **Exhibits**

See the Exhibit Index included in this Form 10-K for the exhibits filed with this Annual Report or incorporated by reference. The Company will furnish a copy of any exhibit listed in the Exhibit Index to any stockholder without charge upon written request to General Counsel and Secretary, 9341 Courtland Drive N.E., Rockford, Michigan 49351.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

WOLVERINE WORLD WIDE, INC.

Date:	March 3, 2015	By:	/s/ Blake W. Krueger
			Blake W. Krueger Chairman, Chief Executive Officer and President (Principal Executive Officer)

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

Signature	Title	Date
/s/ Blake W. Krueger Blake W. Krueger	Chairman, Chief Executive Officer and President (Principal Executive Officer)	March 3, 2015
/s/ Donald T. Grimes Donald T. Grimes	Senior Vice President, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	March 3, 2015
*/s/ Jeffrey M. Boromisa Jeffrey M. Boromisa	Director	March 3, 2015
*/s/ Gina R. Boswell Gina R. Boswell	Director	March 3, 2015
*/s/ Roxane Divol Roxane Divol	Director	March 3, 2015
*/s/ William K. Gerber William K. Gerber	Director	March 3, 2015
*/s/ Joseph R. Gromek Joseph R. Gromek	Director	March 3, 2015
*/s/ David T. Kollat David T. Kollat	Director	March 3, 2015
*/s/ Brenda J. Lauderback Brenda J. Lauderback	Director	March 3, 2015
*/s/ Nicholas T. Long Nicholas T. Long	Director	March 3, 2015
*/s/ Timothy J. O'Donovan Timothy J. O'Donovan	Director	March 3, 2015
*/s/ Michael A. Volkema Michael A. Volkema	Director	March 3, 2015
*By: /s/ Blake W. Krueger Blake W. Krueger	Attorney-in-Fact	March 3, 2015

APPENDIX A

Schedule II - Valuation and Qualifying Accounts

Wolverine World Wide, Inc. and Subsidiaries

Column A	Column B	Column C		Column D		Column E
		Additions				
(In millions)	Balance at Beginning of Period	(1) Charged to Costs and Expenses	(2) Charged to Other Accounts (Describe)	Deductions (Describe)		Balance at End of Period
Fiscal year ended January 3, 2015						
Deducted from asset accounts:						
Allowance for doubtful accounts	$ 18.3	$ 34.9	—	$ 32.6	(A)	$ 20.6
Allowance for sales returns	15.4	68.9	—	68.4	(B)	15.9
Allowance for cash discounts	4.1	19.7	—	19.3	(C)	4.5
Inventory valuation allowances	14.0	14.0	—	16.6	(D)	11.4
Total	$ 51.8	$ 137.5	—	$ 136.9		$ 52.4
Fiscal year ended December 28, 2013						
Deducted from asset accounts:						
Allowance for doubtful accounts	$ 10.1	$ 21.1	—	$ 12.9	(A)	$ 18.3
Allowance for sales returns	11.4	74.6	—	70.6	(B)	15.4
Allowance for cash discounts	5.2	19.2	—	20.3	(C)	4.1
Inventory valuation allowances	12.5	11.3	—	9.8	(D)	14.0
Total	$ 39.2	$ 126.2	—	$ 113.6		$ 51.8
Fiscal year ended December 29, 2012						
Deducted from asset accounts:						
Allowance for doubtful accounts	$ 4.8	$ 8.7	—	$ 3.4	(A)	$ 10.1
Allowance for sales returns	5.2	53.9	—	47.7	(B)	11.4
Allowance for cash discounts	2.7	11.8	—	9.3	(C)	5.2
Inventory valuation allowances	10.3	7.8	—	5.6	(D)	12.5
Total	$ 23.0	$ 82.2	—	$ 66.0		$ 39.2

(A) Accounts charged off, net of recoveries.

(B) Actual customer returns.

(C) Discounts given to customers.

(D) Adjustment upon disposal of related inventories.

EXHIBIT INDEX

Exhibit Number	Document
2.1	Agreement and Plan of Merger, dated as of May 1, 2012, by and among WBG-PSS Holdings LLC, WBG-PSS Merger Sub Inc., Collective Brands, Inc. and Wolverine World Wide, Inc. Incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed on May 4, 2012.
3.1	Restated Certificate of Incorporation. Incorporated by reference to Exhibit 3.1 to the Company's current report on Form 8-K filed on October 11, 2013.
3.2	Amended and Restated By-laws. Incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on February 19, 2015.
4.1	Senior Notes Indenture, dated October 9, 2012, among Wolverine World Wide, Inc., the guarantors named therein, and Wells Fargo Bank, National Association. Incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on October 9, 2012.
4.2	Form of 6.125% Senior Note due 2020. Incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on October 9, 2012.
4.3	Registration Rights Agreement, dated October 9, 2012, among the Wolverine World Wide, Inc., the guarantors named therein and J.P. Morgan Securities LLC, as representative of the several initial purchasers. Incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K filed on October 9, 2012.
10.1	Amended and Restated Stock Incentive Plan of 1999.* Incorporated by reference to Exhibit 10.4 to the Company's Annual Report on Form 10-K for the fiscal year ended January 3, 2009.
10.2	Amended and Restated Stock Incentive Plan of 2001.* Incorporated by reference to Exhibit 10.5 to the Company's Annual Report on Form 10-K for the fiscal year ended January 3, 2009.
10.3	Amended and Restated Stock Incentive Plan of 2003.* Incorporated by reference to Exhibit 10.6 to the Company's Annual Report on Form 10-K for the fiscal year ended January 3, 2009.
10.4	Amended and Restated Stock Incentive Plan of 2005.* Incorporated by reference to Exhibit 10.7 to the Company's Annual Report on Form 10-K for the fiscal year ended January 3, 2009.
10.5	Amended and Restated Directors' Stock Option Plan.* Incorporated by reference to Exhibit 10.8 to the Company's Annual Report on Form 10-K for the fiscal year ended January 3, 2009.
10.6	Amended and Restated Outside Directors' Deferred Compensation Plan.* Incorporated by reference to Exhibit 10.9 to the Company's Annual Report on Form 10-K for the fiscal year ended December 29, 2007.
10.7	Amended and Restated Executive Short-Term Incentive Plan (Annual Bonus Plan).* Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on April 20, 2012.
10.8	Amended and Restated Executive Long-Term Incentive Plan (3-Year Bonus Plan).* Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on April 20, 2012.
10.9	Amended and Restated Stock Option Loan Program.* Incorporated by reference to Exhibit 10.12 to the Company's Annual Report on Form 10-K for the fiscal year ended December 29, 2007.
10.10	Executive Severance Agreement.* Incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on December 17, 2008. A participant schedule of current executive officers who are parties to this agreement is attached as Exhibit 10.10.
10.11	Executive Severance Agreement.* Incorporated by reference to Exhibit 10.14 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2011. A participant schedule of current executive officers who are parties to this agreement is attached as Exhibit 10.11
10.12	Form of Indemnification Agreement.* The Company has entered into an Indemnification Agreement with each director and executive officer. Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on April 25, 2007.
10.13	Amended and Restated Benefit Trust Agreement dated April 25, 2007.* Incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K filed on April 25, 2007.
10.14	Employees' Pension Plan (Restated as amended through December 23, 2014).*
10.15	Form of Incentive Stock Option Agreement.* Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on February 17, 2006.
10.16	Form of Non-Qualified Stock Option Agreement.* Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on February 17, 2006.
10.17	Form of Non-Qualified Stock Option Agreement.* Incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on February 17, 2006.
10.18	Form of Restricted Stock Agreement.* Incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K filed on February 17, 2006.

Exhibit Number	Document
10.19	Form of Restricted Stock Agreement.* Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on October 16, 2012.
10.20	Form of Stock Option Agreement for non-employee directors.* Incorporated by reference to Exhibit 10.23 to the Company's Annual Report on Form 10-K for the fiscal year ended January 1, 2005.
10.21	Form of Non-Qualified Stock Option Agreement.* Incorporated by reference to Exhibit 10.26 to the Company's Annual Report on Form 10-K for the fiscal year ended January 3, 2009.
10.22	Form of Non-Qualified Stock Option Agreement.* Incorporated by reference to Exhibit 10.27 to the Company's Annual Report on Form 10-K for the fiscal year ended January 3, 2009.
10.23	Form of Performance Share Award Agreement (2013 - 2015 performance period).* Incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q for the fiscal quarter ended June 14, 2014.
10.24	Form of Performance Share Award Agreement (2014 - 2016 performance period).* Incorporated by reference to Exhibit 10.3 to the Company's Form 10-Q for the fiscal quarter ended June 14, 2014.
10.25	Form of Performance Share Award Agreement (2015 - 2017 performance period).*
10.26	Form of Performance Share Award Agreement (2015 performance period) for Blake W. Krueger.*
10.27	Form of Performance Share Award Agreement (2015 - 2016 performance period) for Blake W. Krueger.*
10.28	Separation Agreement between Wolverine World Wide, Inc. and Blake W. Krueger, dated as of March 13, 2008, as amended.* Incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the period ended March 22, 2008.
10.29	First Amendment to Separation Agreement between Wolverine World Wide, Inc. and Blake W. Krueger, dated as of December 11, 2008.* Incorporated by reference to Exhibit 10.30 to the Company's Annual Report on Form 10-K for the fiscal year ended January 3, 2009.
10.30	409A Supplemental Executive Retirement Plan.* Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on December 17, 2008. A participant schedule of current executive officers who participate in this plan is attached as Exhibit 10.30.
10.31	Form of 409A Supplemental Retirement Plan Participation Agreement with Blake W. Krueger.* Incorporated by reference to Exhibit 10.32 to the Company's Annual Report on Form 10-K for the fiscal year ended January 3, 2009.
10.32	Outside Directors' Deferred Compensation Plan.* Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on December 17, 2008.
10.33	Stock Incentive Plan of 2010.* Incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form S-8 filed on March 4, 2010.
10.34	Amended and Restated Stock Incentive Plan of 2013.* Incorporated by reference to Exhibit 10.38 to the Company's Form 10-K for the fiscal year ended December 28, 2013.
10.35	Limited Guarantee, dated as of May 1, 2012, entered into by Wolverine World Wide, Inc. in favor of Collective Brands, Inc. Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 4, 2012.
10.36	Purchase Agreement, dated as of May 1, 2012, by and between Open Water Ventures, LLC and WBG-PSS Holdings LLC. Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on May 4, 2012.
10.37	Interim Agreement, dated as of May 1, 2012, by and among Wolverine World Wide, Inc., WBG-PSS Holdings LLC, WBG-PSS Merger Sub Inc., Golden Gate Capital Opportunity Fund, L.P. and Blum Strategic Partners IV, L.P. Incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on May 4, 2012.
10.38	Separation Agreement, dated as of May 1, 2012, by and between Wolverine World Wide, Inc. and WBG-PSS Holdings LLC. Incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K filed on May 4, 2012.
10.39	Amendment No. 1 to Separation Agreement, dated as of October 9, 2012, by and between the Company and WBG-PSS Holdings LLC. Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on October 9, 2012.
10.40	Amendment No. 1 to Purchase Agreement, dated as of October 9, 2012, by and between Open Water Ventures, LLC and WBG-PSS Holdings LLC. Incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q for the period ended September 8, 2012.

Exhibit Number	Document
10.41	Credit Agreement, dated as of July 31, 2012, by and among Wolverine World Wide, Inc., as borrower, JPMorgan Chase Bank, N.A., as administrative agent and as a lender, J.P. Morgan Europe Limited, as foreign currency agent, Wells Fargo Bank, National Association, as syndication agent and as a lender, Fifth Third Bank as documentation agent and as a lender, and PNC Bank, National Association, as documentation agent and as a lender. Incorporated by reference to Exhibit 10.1 to the Company’s Current Report on Form 8-K filed on August 1, 2012.
10.42	First Amendment to Credit Agreement, dated as of September 28, 2012, by and among Wolverine World Wide, Inc., as borrower, JPMorgan Chase Bank, N.A., as administrative agent and as a lender, J.P. Morgan Europe Limited, as foreign currency agent, Wells Fargo Bank, National Association, as syndication agent and as a lender, Fifth Third Bank as documentation agent and as a lender, and PNC Bank, National Association, as documentation agent and as a lender. Incorporated by reference to Exhibit 10.1 to the Company’s Current Report on Form 8-K filed on October 4, 2012.
10.43	Second Amendment to the Credit Agreement, dated as of October 8, 2012, among Wolverine World Wide, Inc., as borrower, JPMorgan Chase Bank, N.A., as administrative agent and as a lender, J.P. Morgan Europe Limited, as foreign currency agent, Wells Fargo Bank, National Association, as syndication agent and as a lender, Fifth Third Bank, as documentation agent and as a lender, and PNC Bank, National Association, as documentation agent and as a lender. Incorporated by reference to Exhibit 10.1 to the Company’s Current Report on Form 8-K filed on October 9, 2012.
10.44	Replacement Facility Amendment, dated as of October 10, 2013, to the Amended and Restated Credit Agreement among Wolverine World Wide, Inc., the lenders party thereto, and JPMorgan Chase Bank, N.A. as administrative agent. Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on October 11, 2013.
10.45	Omnibus Amendment, dated as of December 19, 2014 to the Amended and Restated Credit Agreement dated as of October 10, 2013 among Wolverine World Wide, Inc., the lenders party thereto, Wells Fargo Bank, National Association, as syndication agent, Bank of America, N.A., Fifth Third Bank, PNC Bank, National Association, Sumitomo Mitsui Banking Corporation, Union Bank, N.A., And BBVA Compass Bank, as co-documentation agents, J.P. Morgan Europe Limited, as foreign currency agent, and JPMorgan Chase Bank, N.A., as administrative agent.
10.46	Receivables Sales Agreement dated as of December 22, 2014, among Wolverine World Wide, Inc. and certain of its subsidiaries as sellers, and HSBC Bank USA, N.A. as purchaser.
21	Subsidiaries of Registrant.
23	Consent of Ernst & Young LLP.
24	Powers of Attorney.
31.1	Certification of Chairman, Chief Executive Officer and President under Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Senior Vice President, Chief Financial Officer and Treasurer under Section 302 of the Sarbanes-Oxley Act of 2002.
32	Certification pursuant to 18 U.S.C. § 1350.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

* Management contract or compensatory plan or arrangement.

Exhibit 10.10

The following current executive officers have entered into Executive Severance Agreements with the Company in the form filed herewith. The information listed below is inserted into the blanks for the respective executive officer's Executive Severance Agreement.

	Salary Multiplier Rate (Section 4(a)(4))	**Termination Period (Section 1(n))**	**Change of Control Continuation Period (Section 2)**
Blake W. Krueger	3	3 years	36 months
Ted S. Gedra	2	2 years	24 months
Donald T. Grimes	2	2 years	24 months
James D. Zwiers	2	2 years	24 months

Exhibit 10.11

The following current executive officers have entered into Executive Severance Agreements with the Company in the form filed herewith. The information listed below is inserted into the blanks for the respective executive officer's Executive Severance Agreement.

	Salary Multiplier Rate (Section 4(a)(4))	**Termination Period (Section 1(n))**	**Change of Control Continuation Period (Section 2)**
James A. Gabel	2	2 years	24 months
Brendan M. Gibbons	2	2 years	24 months
Melissa A. Howell	2	2 years	24 months
Michael Jeppesen	2	2 years	24 months
Andrew Simister	2	2 years	24 months

Exhibit 10.14

WOLVERINE

EMPLOYEES' PENSION PLAN

(Composite Effective December 23, 2014)

Warner Norcross & Judd LLP
700 Terrace Point Road, Suite 350
Muskegon, Michigan 49440
P.O. Box 900
Muskegon, Michigan 49443-0900
(231) 727-2600

WOLVERINE

EMPLOYEES' PENSION PLAN

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Annuity Starting Date	7.5(e)(ii)
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AWOLVERINE

EMPLOYEES' PENSION PLAN

Wolverine World Wide, Inc., a Delaware corporation, amends and restates the Wolverine Employees' Pension Plan.

ARTICLE 1

Establishment of Plan and Trust

1.1 Establishment of Plan.

This defined benefit plan is established by the Employer for the exclusive benefit of eligible Employees and their beneficiaries.

(a) Employer. "Employer" means Wolverine World Wide, Inc.

(b) Plan History. A schedule of the effective dates of this plan and certain amendments may be attached.

(c) Adoption by Affiliated Employer. Adoption of this plan by an Affiliated Employer shall be effective as of the date specified by the Employer in Schedule A. Adoption of this plan by an Affiliated Employer shall not create a separate plan.

(i) Conditions/Special Provisions. In approving adoption of this plan by an Affiliated Employer, the Employer may specify special eligibility rules, entry dates, prior service credits or other provisions that apply to employees of the Affiliated Employer. The Employer may limit participation to, or exclude from participation, employees of any division, facility, subsidiary or other economic or administrative unit of the Employer or Affiliated Employer.

(ii) Affiliated Employer. An "Affiliated Employer" may be a subsidiary, which is an entity of which 50% or more of the voting control is owned directly or indirectly by the Employer, or an affiliate which is an entity of which 50% or more of the voting control is owned by owners of 50% or more of the voting stock of the Employer.

(d) Administration . For purposes of administration of this plan, "Employer" means only Wolverine World Wide, Inc.

1.2 Declaration of Trust.

The Employer may establish one or more Trusts to fund the benefits under the Plan. A trust so established shall be operated for the exclusive benefit of Participants and their beneficiaries. Trust assets shall not be used for any other purpose except payment of reasonable administrative expenses.

1.3 Compliance With Law.

This benefit program is intended to continue a qualified retirement plan and trust under the Internal Revenue Code of 1986 ("Code") and the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, and all applicable Regulations issued under the Code and ERISA ("Regulations").

1.4 Effective Dates of Plan Provisions.

"Effective Date" of this restated plan means January 1, 2011, unless a provision specifies a different effective date. Each plan provision applies from its effective date until the effective date of an amendment.

Notwithstanding the Effective Date specified in the preceding paragraph, the provisions of this restated plan complying with the Economic Growth and Tax Relief Reconciliation Act of 2001, including technical corrections made under the Job Creation and Workers Assistance Act of 2002, are retroactively effective as of the first day of the Plan Year beginning after December 31, 2001.

1.5 Application to Inactive and Former Participants.

An amendment to this plan shall apply to former Participants and to Participants not employed in Covered Employment on the effective date of the amendment only if it amends a provision of the plan that continues to apply to those Participants or only to the extent it expressly states that it is applicable. Except as specified in the preceding sentence, if a Participant is not employed in Covered Employment on the effective date of an amendment, the amendment shall not become applicable to the Participant unless the Participant has an Hour of Service in Covered Employment after the effective date of the amendment.

ARTICLE 2

Definitions

Except for the following general definitions, defined terms are located at or near the first major use of the term in this plan. A table showing the location of all definitions appears immediately after the table of contents. When used as defined, the first letter of each defined term is capitalized.

2.1 Break in Service.

"Break in Service" means an Employee's failure to complete more than 500 Hours of Service during a 12-consecutive-month period. An unpaid leave of absence under the Family and Medical Leave Act of 1993 shall not be treated as or counted toward a Break in Service. Any other leave of absence (for sickness, accident, vacation or similar reasons governed by rules uniformly applied to similarly situated Employees by the Employer) shall not cause a Break in Service.

2.2 Employer Contributions.

"Employer Contributions" means all contributions paid to the trust by the Employer under Article 4.

2.3 5% Owner.

"5% Owner" means:

(a) Corporation. An individual who owns (or is considered to own under Code Section 318) either more than 5% of the outstanding stock of a corporate Employer or Related Employer, or stock possessing more than 5% of the total combined voting power of all stock of a corporate Employer or Related Employer;

(b) Partnership. A partner who owns more than 5% of the capital or profits interest in an Employer or Related Employer that is a partnership; or

(c) Proprietorship. An Employer or Related Employer that is a sole proprietor.

Notwithstanding aggregation of the Employer and all Related Employers as required by Code Sections 414(b), (c) and (m), the percentage of ownership for purposes of this definition shall be determined separately for each entity that is an Employer or Related Employer.

2.4 Highly Compensated Employee.

(a) Definition. "Highly Compensated Employee" for a Plan Year means any Employee who:

(i) 5% Owner. Was a 5% Owner at any time during the current Plan Year or the 12-month period immediately preceding the current Plan Year; or

(ii) Other. Is described in (A) and (B) during the Look-Back Year.

(A) Compensation. Received Section 415 Compensation in excess of $110,000 (as adjusted under Code Section 415(d)); and

(B) Top-Paid 20%. Was among the top-paid 20% of Employees when ranked by Section 415 Compensation.

(b) Determination Rules. The determination of who is a Highly Compensated Employee for a Plan Year shall be made under Code Section 414(q) and Regulations, including the following rules:

(i) Look-Back Year. "Look-Back Year" means the 12-month period immediately preceding the current Plan Year.

(ii) Top-Paid 20%. The following Employees are excluded before determining the top-paid 20% of Employees:

(A) Age and Service. Employees who have not attained age 21 or completed six months of service by the last day of the Look-Back Year;

(B) Part-Time/Seasonal. Employees who normally work less than 17 1/2 hours per week or normally work six months or less in any Plan Year;

(C) Nonresident Aliens. Employees who are nonresident aliens receiving no earned income from sources within the United States; and

(D) Collective Bargaining Employees. Employees covered by a collective bargaining agreement if more than 90% of all Employees are covered by a collective bargaining agreement and this plan excludes them.

(iii) Former Employees. A former Employee who was a Highly Compensated Employee at termination of employment or at any time after attaining age 55 shall be a Highly Compensated Employee at all times thereafter.

(iv) Consistency. The determination of Highly Compensated Employees shall be applied consistently to the determination years of all qualified retirement and non-retirement plans maintained by the Employer (and any Related Employer) that begin with or within the same calendar year. For purposes of this provision, determination year means the plan year for which the determination of Highly Compensated Employees is being made.

2.5 Hour of Service.

(a) Definition. "Hour of Service" means each hour that an Employee is directly or indirectly paid or entitled to be paid by the Employer for the performance of duties during the applicable period. These hours will be credited for the period in which the duties are performed.

(b) Back Pay. Hours of Service include each hour for which back pay, irrespective of mitigation of damages, is awarded or agreed to by the Employer. Back pay hours shall be credited to the Employee for the period or periods to which the award or agreement pertains.

(c) No Duties Performed. For all purposes under this plan, an Employee shall be credited with the first 501 Hours of Service for which the Employee is directly or indirectly paid or entitled to be paid by the Employer (including back pay) for each single period of absence from work, even if no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military service, leave of absence, or other similar reasons, even if employment terminates. However, an Employee is not required to be credited with Hours of Service for periods in which no duties are performed if the Employee is compensated solely as required by worker's compensation, unemployment compensation, or disability insurance laws. Hours described in this subsection (c) shall be credited to the Employee for the period in which payment is made or amounts payable to the Employee become due.

(d) Qualified Maternity or Paternity Absence. Only for purposes of determining whether the Employee has a Break in Service, an Employee shall be credited with the first 501 Hours of Service during a Qualified Maternity or Paternity Absence.

(i) Definition of Qualified Maternity or Paternity Absence. "Qualified Maternity or Paternity Absence" means an absence from work due to pregnancy of the Employee, birth of a child of the Employee, placement of a child with the Employee in connection with adoption of the child, or caring for a child immediately after the birth or placement of the child with the Employee.

(ii) Credit. If necessary to avoid a Break in Service, Hours of Service shall be credited for the period in which the absence begins. If the hours are not necessary to prevent a Break in Service for that period, the hours shall be credited for the next period. Hours of Service are credited at the rate the Employee normally would have earned Hours of Service. If these hours cannot be determined, the hours shall be credited at the rate of eight hours per day of absence.

(e) Qualified Military Service. If employment terminates due to Qualified Military Service, the Employee shall be credited with Hours of Service for the hours the Employee would have been scheduled to work during the period of Qualified Military Service.

(i) Definition of Qualified Military Service. "Qualified Military Service" means the performance of duty, on a voluntary or involuntary basis, in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty. For purposes of this definition, a uniformed service means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, or any other category of persons designated by the President in time of war or national emergency.

(ii) Qualification/Reemployment. To qualify for this credit, the Employee must return to employment with the Employer in accordance with and within the time limits established by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") (Chapter 43 of Title 38 of the United States Code).

(f) No Duplication. There shall be no duplication in the crediting of Hours of Service. An Employee shall not be credited with more than one Hour of Service for each hour paid at a premium rate.

(g) Non-Covered Employment. Hours of Service earned in employment with the Employer or a Related Employer that is not Covered Employment count toward Years of Eligibility and Vesting Service, but not toward Years of Benefit Service.

(h) Periods Credited. Generally, Hours of Service shall be credited as provided in Section 2530.200b of the ERISA Regulations. Hours of Service under (c) above shall be credited under the rules of this section and as provided in Section 2530.200b-2(b) of those Regulations. Hours of Service shall be credited to appropriate periods determined under the rules set forth in Section 2530.200b-2(c) of those Regulations.

(i) Additional Hours. The Administrator may adopt additional written, uniform, and nondiscriminatory rules that credit more Hours of Service than those required under the rules set forth in this section.

(j) Predecessor Plan. If this plan is required to be treated as a continuation of the plan of a predecessor employer under Code Section 414(a), an Employee shall be credited with all Hours of Service credited to the Employee under the predecessor's plan.

(k) Leased Employee. Hours of Service shall be credited for any period for which an individual is a Leased Employee or would have been a Leased Employee but for the requirement that the individual perform services as described in Section 3.4(a)(i) on a full-time basis for at least a one-year period.

(l) Equivalency. If an Employee is not paid on an hourly basis and records of hours worked are not maintained, Hours of Service shall be credited at the rate of 10 hours per day that the Employee would be credited with at least one Hour of Service under this section.

2.6 Person.

"Person" means an individual, committee, proprietorship, partnership, corporation, trust, estate, association, organization, or similar entity.

2.7 Plan Year.

"Plan Year" means the 12-month period beginning each January 1.

2.8 Related Employer.

"Related Employer" means (i) each corporation, other than the Employer, that is a member of a controlled group of corporations, as defined in Code Section 414(b), of which the Employer is a member; (ii) each trade or business, other than the Employer, whether or not incorporated, under common control of or with the Employer within the meaning of Code Section 414(c); (iii) each member, other than the Employer, of an affiliated service group, as defined in Code Section 414(m), of which the Employer is a member; and (iv) any other entity required to be aggregated with the Employer by Regulations under Code Section 414(o). An entity shall not be considered a Related Employer for any purpose under this plan during any period it is not described in (i), (ii), (iii), or (iv) in the preceding sentence.

2.9 Valuation Date.

"Valuation Date" means the last day of the Plan Year and any other date specified as a Valuation Date by the Administrator.

ARTICLE 3

Eligibility to Participate

3.1 Eligibility Requirements.

The eligibility requirements for participation in this plan are as to Regular Employees, the completion of one Hour of Service and as to all other Employees the completion of one Year of Eligibility Service. An Employee in Covered Employment shall become a Participant ("Participant") on the first Entry Date following the date the Employee satisfies the eligibility requirements.

(a) Employee Definitions. "Employee" means an individual who is employed by the Employer or a Related Employer and who receives compensation for personal services to the Employer or Related Employer that is subject to withholding for federal income tax purposes. “Regular Employee” means an Employee who normally renders, or is scheduled to render, personal services for at least 1,000 hours per Plan Year.

(b) Entry Date. "Entry Date" means each January 1, or July 1.

(c) Year of Eligibility Service. "Year of Eligibility Service" means completion of at least 1,000 Hours of Service during an Eligibility Period. A Year of Eligibility Service is credited only at the end of the Eligibility Period.

An Employee who is credited with at least 1,000 Hours of Service in both the initial Eligibility Period and the second Eligibility Period (the Plan Year beginning during the initial Eligibility Period) shall be credited with two Years of Eligibility Service.

(d) Eligibility Period. The initial "Eligibility Period" means the 12-month period beginning on the date the Employee first has an Hour of Service. For an Employee who has a Break in Service due to termination of employment before completing the eligibility service requirements, the initial Eligibility Period begins on the date the Employee has an Hour of Service due to reemployment. The second "Eligibility Period" means the Plan Year beginning within the initial Eligibility Period. Each later Eligibility Period shall coincide with each later Plan Year.

(e) Breaks in Service. Breaks in Service under this article shall be determined by reference to Eligibility Periods.

3.2 Requirement of Covered Employment.

If an eligible Employee is not employed in Covered Employment on the applicable Entry Date and the Employee's Years of Eligibility Service are not canceled under Section 3.3(b), the Employee shall become a Participant on the first subsequent day on which the Employee has an Hour of Service in Covered Employment.

"Covered Employment" means all employment with the Employer except employment with a Related Employer that has not adopted this Plan, employment as a Leased Employee, employment in a unit of employees covered by a collective bargaining agreement which does not extend the Plan to Employees within the unit under which the Employer has engaged in good faith negotiations about retirement benefits, employment of individuals employed by Sebago, Inc. on the date of the asset acquisition by the Employer (except as provided under Schedule C-9 or unless the Employee is subsequently hired independently of the acquisition by the Employer), employment as an employee of Wolverine Colorado, Inc., a Delaware corporation, or employment as a nonresident alien receiving no earned income from sources within the United States, for Employees hired on or after August 1, 2011, employment as a retail store Employee or, employment as an Employee who first completes an Hour of Service for an Adopting Employer after December 31, 2012. "Covered Employment" also excludes any person who is classified by the Employer as other than an Employee even if it is later determined that the classification is not correct.

3.3 Participation Rules.

(a) Termination of Participation. Participation shall terminate upon the earliest of the date the Participant is not an Employee and has been paid the full amount due under this plan, the date of the Participant's death, or the date the Participant's Years of Eligibility Service are canceled under (b) below.

(b) Cancellation of Years of Eligibility Service. An Employee's Years of Eligibility Service shall be canceled if the Employee's vested percentage is zero and the Employee has at least five consecutive Breaks in Service.

(c) Resumption of Participation. If an Employee's Years of Eligibility Service are canceled under (b) above, the Employee must satisfy the eligibility requirements of Section 3.1 again to participate or to resume participation in this plan. If the Years of Eligibility Service of a former Participant are not canceled, the former Participant shall resume participation immediately upon completion of an Hour of Service in Covered Employment.

(d) No Resumption of Participation. Notwithstanding anything in this section to the contrary, if a former Participant is rehired after December 31, 2014, the former Participant shall not be eligible to resume participation in the plan.

3.4 Leased Employee.

(a) Definition. "Leased Employee" means an individual described in and required to be treated as employed by the recipient under Code Sections 414(n) and 414(o) and Regulations. For this definition, the term recipient includes the Employer and any Related Employer for whom the individual performs services.

(i) Code Section 414(n). A Leased Employee under Code Section 414(n) is an individual who is not an Employee but who performs services for the recipient under the primary direction or control of the recipient, pursuant to an agreement between the recipient and a leasing organization, on a full-time basis for at least a one-year period.

(ii) Code Section 414(o). A Leased Employee includes a leased owner or a leased manager determined to be a Leased Employee under Code Section 414(o) and the Regulations.

(b) Exceptions. A Leased Employee shall not be treated as employed by the recipient if:

(i) Less Than 20%. Leased Employees determined under (a) above do not constitute more than 20% of the recipient's non-highly compensated work force, and

(ii) Covered by Plan Described in Code Section 414(n). The individual is covered by a money purchase pension plan described in Code Section 414(n) maintained by the leasing organization with a nonintegrated employer contribution rate of at least 10% of compensation, immediate participation for all employees of the leasing organization, and full and immediate vesting. Immediate participation shall not be required for employees who received less than $1,000 in compensation from the leasing organization in each Plan Year during the four-year period ending with the current Plan Year. For purposes of this provision, compensation means Section 415 Compensation.

ARTICLE 4

Contributions

4.1 Contributions/Amount.

Each Plan Year the Employer shall contribute to the trust an amount determined by a funding policy consistent with plan objectives and in accordance with the funding method adopted on the advice of the Actuary. The funding method shall not be changed except with the automatic or prior approval of the Internal Revenue Service. The Employer Contribution for any Plan Year need not be sufficient to fully fund any benefit. The Employer Contribution shall meet the minimum funding requirements of the Code, unless the Employer obtains a waiver of that requirement. Forfeitures shall be applied to reduce the cost of this plan in the calculations of the Actuary and shall not be applied to increase the benefits otherwise payable to a Participant.

4.2 Limits on Employer Contributions.

Employer Contributions for a Plan Year shall not exceed the amount allowable as a deduction under Code Section 404 and shall not exceed the full funding limitation under Code Section 412. A nondeductible Employer Contribution may be subject to a 10% excise tax.

4.3 Return of Employer Contributions.

(a) Mistake of Fact. Part or all of any Employer Contribution made by mistake of fact shall be returned to the Employer, upon demand, within one year after payment of the contribution.

(b) Nondeductible. Each Employer Contribution is conditioned on its deductibility under Code Section 404. A nondeductible Employer Contribution shall be returned to the Employer, upon demand, before the due date for the Employer's federal income tax return for the taxable year for which the contribution was made or if later, within one year after the date of disallowance of the deduction. The portion of the contribution to be returned shall not exceed the amount determined to be nondeductible.

(c) Amount. The amount that may be returned shall be determined as of the Valuation Date coinciding with or most recently preceding the date of repayment. The amount shall be the excess of the amount contributed over the amount that is deductible or the amount that would have been contributed if the mistake of fact had not occurred. Earnings attributable to the excess amount shall not be returned. Losses attributable to the excess amount shall reduce the amount returned.

4.4 Reduction of Contribution for Leased Employees.

If a Leased Employee becomes a Participant in this plan, the Employer Contribution shall be reduced by the Actuarially Equivalent value of contributions made by the leasing organization on behalf of the Participant to a qualified retirement plan for services performed by the Leased Employee for the Employer.

4.5 Timing of Contributions.

(a) Quarterly Payments. The Employer Contribution may be made at any time during the Plan Year to which it relates. When required by Code Section 412, the Employer shall contribute four equal, quarterly installments (not more than 15 days after the end of each quarter) during the Plan Year. If the Employer fails to pay the full amount of a required installment for a Plan Year, interest on the underpayment shall be charged in accordance with Code Section 412.

(b) Final Payment. The entire Employer Contribution shall be made by the due date (including extensions) of the Employer's federal income tax return, but not later than 8 1/2 months after the end of the Plan Year unless the Employer obtains a waiver of the minimum funding requirement.

ARTICLE 5

Amount of Benefits

5.1 Normal Retirement.

A Participant whose employment terminates, for reasons other than death or Disability, on the Participant's Normal Retirement Date is eligible for a Normal Retirement Benefit.

(a) Normal Retirement Date. "Normal Retirement Date" means the date the Participant attains age 65.

(b) Normal Retirement Benefit. "Normal Retirement Benefit" means the Participant's Accrued Benefit. The monthly Normal Retirement Benefit shall be not less than the amount of any Early Retirement Benefit to which the Participant was entitled if the Participant had retired at any time under the provisions of Section 5.2.

(c) Accrued Benefit. "Accrued Benefit" means a monthly pension benefit, payable as a Single Life Annuity, beginning on the first day of the month following the Participant's Normal Retirement Date reduced by any charge.

(i) Base Monthly Amount. The monthly amount shall be the greater of:

(A) Unit. 1.6% of Average Monthly Compensation multiplied by the Participant’s Years of Benefit Service (not exceeding 30) less the Participant’s Monthly Social Security Allowance, or

(B) Flat Dollar. The applicable dollar amount set forth in Schedule B multiplied by the Participant’s Years of Benefit Service (not exceeding 30).

(ii) Monthly Social Security Allowance. A Participant’s Monthly Social Security Allowance shall be the lesser of:

(A) ¾ Unit. ¾ of 1% of the lesser of the Participant’s Final Average Monthly Compensation or Covered Compensation multiplied by the Participant’s Years of Benefit Service.

(B) ½ Benefit. ½ of the Participant’s Accrued Benefit calculated under 5.1(c)(i)(A) above but based upon the smallest of the Participant’s Monthly Average Compensation, Final Average Compensation or Covered Compensation.

If payment begins after normal retirement age but before Social Security Retirement Age, the monthly Social Security Allowance shall be reduced by .5555% ($1/180^{th}$) for each month by which payment precedes the Participant’s attainment of Social Security Retirement Age.

(iii) Covered Compensation. "Covered Compensation" for the Plan Year means the average (without indexing) of the Taxable Wage Base in effect for each calendar year during the 35-year period ending with December 31 of the calendar year in which the Participant attains the Social Security Retirement Age. Covered Compensation shall be expressed as a monthly amount by dividing the average by 12.

(A) Taxable Wage Base. "Taxable Wage Base" means the contribution and benefit base in effect under Section 230 of the federal Social Security Act at the beginning of the Plan Year.

(B) Calculation/Adjustment. The determination for a Plan Year shall assume that there will be no increase for a subsequent Plan Year. However, Covered Compensation will be automatically adjusted for each Plan Year including the Plan Year in which a Participant attains Social Security Retirement Age. Covered Compensation after the 35-year period shall be the Covered Compensation amount for the Plan Year during which the 35-year period ends. Covered Compensation before the 35-year period is the Taxable Wage Base in effect on the first day of the Plan Year..

(iv) Final Average Compensation. "Final Average Compensation" means the monthly average of the Participant's Compensation (not exceeding the Taxable Wage Base) for the three consecutive Plan Years preceding the Participant's Normal Retirement Date (or termination of employment).

(A) Less Than 3 Years. If the Participant does not have three complete consecutive Plan Years of Compensation preceding the Participant's retirement or termination of employment, Final Average Compensation shall be the average of the Participant's Compensation (not exceeding the Taxable Wage Base) during the Participant's completed consecutive Plan Years of employment, including the Participant's Compensation for the Plan Year that includes the Participant's retirement or termination of employment.

(B) Calculation. The average shall be determined and expressed as a monthly amount by adding the Participant's Compensation (not exceeding the Taxable Wage Base) for the period of three or fewer consecutive Plan Years and dividing the sum by 36 or by the lesser number of months of total service. Final Average Compensation shall be determined as of the date the Participant's employment terminates.

(v) Preserved Benefits. A Participant's Accrued Benefit shall not be less than:

(A) 1989. The Accrued Benefit determined under the terms of the Plan as of December 31, 1988, or

(B) 1994. The sum of the Participant's Accrued Benefit as of December 31, 1993, (based on the then terms of the Plan and the Participant's Credited Service and earnings) plus the benefit accrued since December 31, 1993.

(vi) Fresh Start Extended Wear Away. Benefit determined under 5.1(c)(i)(A) above shall be the greater of the actual benefit amount or the sum of the Adjusted Accrued Benefit and Future Service Benefit.

(A) 401(a)(17) Participant. A 401(a)(17) Participant is a Participant with accrued benefits before January 1, 1994, that were determined taking into account Compensation in excess of $150,000.

(B) Adjusted Accrued Benefit. The "Adjusted Accrued Benefit" shall mean the Participant's Accrued Benefit determined as of December 31, 1993, determined without regard to the $150,000 Code Section 401(a)(127) compensation limit adjusted as permitted under Section 415(d) of the Code.

(C) Future Service Benefit. The "Future Service Benefit" shall be equal to the benefit computed under 5.1(c)(i)(A) above for Years of Benefit Service after December 31, 1993. In calculating the benefit:

(1) Less Than 30 Years. For a Participant who would have less than 30 Years of Benefit Service as of the later of December 31, 1993, or Normal Retirement Date, future service benefit credits shall equal the excess of 1.6% of Average Monthly Compensation multiplied by Years of Benefit Service after December 31, 1993. The Participant's Monthly Social Security Allowance utilizing only Years of Benefit Service after December 31, 1993. The post-December 31, 1993, Years of Benefit Service shall not exceed the difference between 30 years and the Years of Benefit Service used in determining the Adjusted Accrued Benefit.

(2) 30 Years or More. For a Participant not described in (1) above, the Future Service Benefit shall be determined by multiplying the excess of 1.6% of Monthly Average compensation multiplied by Years of Benefit Service (not exceeding 30) over the Monthly Social Security Allowance by a fraction. The numerator of the fraction is the Participant's years of Benefit Service credited before December 31, 1993, and the denominator is the Participant's total Years of Benefit Service at Normal Retirement Date.

(d) Average Monthly Compensation. "Average Monthly Compensation" means the monthly average of the Participant's Compensation for the four consecutive Plan Years that yield the highest average during the 10-year period preceding the Participant's Normal Retirement Date (or termination of employment).

(i) Final Year. The Participant's Compensation for the Plan Year that includes the Participant's retirement or termination of employment shall be annualized (based upon current pay plus non-deferral bonus). The Participant's annualized compensation shall be included in the determination of the Participant's Average Monthly Compensation provided it results in a higher amount. In that case, the 10-year period described above shall become an 11-year period as a result of including the Participant's final year of employment in the determination.

(ii) Less Than 4 Years. If the Participant does not have four complete consecutive Plan Years of Compensation, Average Monthly Compensation shall be the average of the Participant's Compensation during the Participant's completed consecutive Plan Years of employment.

(iii) Calculation. The average shall be determined and expressed as a monthly amount by adding the Participant's Compensation for the period of four or fewer consecutive Plan Years and dividing the sum by 48 or by the lesser number of months of total service. Average Monthly Compensation shall be determined as of the date the Participant's employment terminates.

(e) Compensation. "Compensation" means the gross salary or wages paid to a Participant in a Plan Year for personal services performed for the Employer that are required to be reported under Code Sections 6041, 6051, and 6052 (Wages, tips and other compensation as reported on Form W-2) for the Participant plus Elective Deferrals and any amount that is excluded from gross income pursuant to Code Section 125, but excluding, whether or not includable in income, reimbursements or other expense allowances, cash and noncash fringe benefits, moving expenses, deferred compensation, welfare benefits, and payments under the Wolverine World Wide, Inc. Executive Long Term Incentive Plan.

(i) Elective Deferrals. "Elective Deferrals" means any portion of the Participant's income deferred and excluded from current taxation under Code Sections 401(k) (a qualified cash or deferred arrangement); 408(k)(6) (a simplified employee pension plan); 403(b) (a tax-sheltered annuity); 408(p)(2)(A)(ii) (a SIMPLE retirement plan); 457 (a deferred compensation plan of governments and tax-exempts); or 501(c)(18) (a pre-June 25, 1959, employee contributions only plan).

(ii) Adjusted Annual Compensation Limit. Compensation for any Plan Year shall not exceed the Annual Compensation Limit. For Plan Years beginning on or after January 1, 2002, the "Annual Compensation Limit" means $200,000 (as adjusted under Code Section 401(a)(17)(B)).

If Compensation for any prior Plan Year is used to determine a Participant's benefit accruing in a Plan Year beginning on or after January 1, 2002, the Participant's Compensation for that prior Plan Year is subject to the Annual Compensation Limit. For this purpose, for Plan Years beginning before January 1, 2002, the Annual Compensation Limit is $200,000.

(iii) Compensation For Period of Qualified Military Service. Effective December 12, 1994, if a Participant returns from Qualified Military Service to employment with the Employer within the time limits established by USERRA, the Participant shall be treated as receiving Compensation from the Employer at the rate of pay the Participant would have received during the period of qualified military Service. If the Participant's Compensation during the period of qualified Military Service cannot be determined with reasonable certainty, the Participant's Compensation shall equal the Participant's average compensation from the Employer for the 12-month period immediately preceding the Qualified Military Service (or, if shorter than 12 months, the period of employment immediately preceding the Qualified Military Service).

(iv) Commissioned Salesperson. Compensation, for a salesperson compensated on a commission basis, shall be 70% of the amount otherwise determined in this subsection.

(f) Benefit Service. A Participant shall earn a "Year of Benefit Service" for each full or fractional year of Credited Service to which the Participant was entitled under the terms of the Plan prior to January 1, 1976, and Plan Years after December 31, 1975, in which the Participant completes at least 1,000 Hours of Service in Covered Employment.

(i) Maximum. A Participant shall not be credited with more than 30 Years of Benefit Service.

(ii) Restoration. Notwithstanding the provisions of Section 6.4(b), if a Participant has completed at least four years of continuous employment at termination of employment and the Participant is reemployed after attaining age 55 and remains employed until attainment of Normal Retirement Age or subsequently is credited with at least 10 Years of Vesting Service, all years of the Participant’s Benefit Service (including those which would have otherwise been cancelled) shall be included in determining the Participant’s Benefit Service.

5.2 Early Retirement.

A Participant whose employment terminates, for reasons other than death or Disability, on or after the Participant's Early Retirement Date and before the Participant's Normal Retirement Date is eligible for an Early Retirement Benefit.

(a) Early Retirement Date. "Early Retirement Date" means the date the Participant attains age 60, or if later, the date the Participant completes 10 Years of Vesting Service.

(b) Early Retirement Benefit. "Early Retirement Benefit" means the Participant's Accrued Benefit determined as of the date that the Participant's employment terminated. In determining the benefit under 5.1(c)(i)(A):

(i) Tentative Benefit. The tentative benefit shall be calculated utilizing what the Participant’s Years of Benefit Service (not exceeding 30) and Compensation would have been had the Participant continued in employment until the Normal Retirement Date.

(ii) Compensation. The Participant’s Compensation shall be assumed to have continued at the same amount immediately before the Participant’s early retirement.

(iii) Fraction. The tentative benefit shall be multiplied by a fraction. The numerator of the fraction shall be the Participant’s Years of Benefit Service at the Early Retirement Date (not limited to 30) and the denominator shall be the total number of Years of Benefit Service (not limited to 30) that the Participant would have had at Normal Retirement Date.

(c) Early Payment. If the Participant elects payment of the Early Retirement Benefit beginning earlier than the first day of the month after the Participant's Normal Retirement Date, the monthly amount of the benefit shall be reduced for each additional month that the benefit is payable by the percentage determined below:

	Percentage Reduction
1.6% or Dollar Formula	.3333 (1/3 of 1%)
Social Security Allowance First 60 months Preceding Social Security Retirement Age	.5555 (5/9% per month)
Social Security Allowance Next 60 months Preceding Social Security Retirement Age	.2777 (5/18% per month)

5.3 Late Retirement.

A Participant whose employment terminates or whose employment continues after the Participant's Normal Retirement Date is eligible for a Late Retirement Benefit.

(a) Late Retirement Date . "Late Retirement Date" means the date that the Participant's employment terminates or, if earlier, the Participant's Required Beginning Date.

(b) Late Retirement Benefit. "Late Retirement Benefit" means a monthly pension benefit equal to:

(i) Before Required Beginning Date. If the Participant's employment terminates on or before the Participant's Required Beginning Date, the greater of:

(A) Actuarially Equivalent. The monthly benefit that is Actuarially Equivalent to the Normal Retirement Benefit that would have been payable on the Participant's Normal Retirement Date; or

(B) Additional Accrual. The monthly benefit that is determined as of the Late Retirement Date, including any additional benefits accrued for the period of employment after the Participant's Normal Retirement Date.

(ii) After Required Beginning Date. If the Participant's employment terminates after the Participant's Required Beginning Date, the amount determined in (i) above reduced by the Actuarially Equivalent value of the total plan distributions made to the Participant up to the Participant's Late Retirement Date.

5.4 Deferred Vested Retirement.

A Participant whose vested percentage is greater than zero and whose employment terminates before the Participant's Normal or Early Retirement Date, for reasons other than death or Disability, is eligible for a Deferred Vested Benefit.

(a) Deferred Vested Benefit. "Deferred Vested Benefit" means the Participant's Vested Accrued Benefit determined under Section 5.2(b) (Early Retirement Benefit).

(b) Vested Accrued Benefit. "Vested Accrued Benefit" means the Participant's Deferred Vested Benefit multiplied by the Participant's vested percentage. The nonvested portion of a Participant's Accrued Benefit is the difference between the Participant's Accrued Benefit and the Participant's Vested Accrued Benefit.

(c) Early Payment. If the Participant is eligible to elect and elects payment of the Deferred Vested Benefit beginning earlier than the first day of the month after the Participant's Normal Retirement Date, the monthly amount of the benefit shall be reduced for each additional month that the benefit is payable in the same manner as provided for early payment of the Early Retirement Benefit.

5.5 Death Benefits.

A death benefit shall be paid only as provided in this section.

(a) Death Before Vesting. If a Participant whose vested percentage is zero dies, a benefit shall not be payable under this plan.

(b) Death Before Annuity Starting Date. If a Participant who has a Vested Accrued Benefit dies before the Annuity Starting Date benefits, if any, will be paid as follows:

(i) Surviving Spouse. If the Participant has a Surviving Spouse, the Surviving Spouse shall receive a QPSA unless the Surviving Spouse waives the QPSA and elects another available form of payment.

(A) Spouse Defined. "Spouse" means the individual to whom the Participant is lawfully married under the laws of the domestic or foreign jurisdiction where the ceremony was performed. A former Spouse shall not be a Spouse except to the extent specified in a QDRO.

(B) Surviving Spouse Defined. "Surviving Spouse" means the Spouse to whom the Participant was married at the time of death and who survives the Participant. If the Participant dies before benefit payments begin, "Surviving Spouse" means the Spouse to whom the Participant was married for at least 6 consecutive months at the Participant's death and who survives the Participant.

(C) QPSA Defined. "QPSA" means a qualified pre-retirement survivor annuity that is a monthly Single Life Annuity payable to the Surviving Spouse of a Participant. The monthly amount of the QPSA is:

(1) Employee - 10 Years. If the Participant had three years of Vesting Service by December 31, 2003, and had completed at least 10 Years of Vesting Service and was an Employee on the Date of Death, 50% of the monthly pension which should have been provided under the standard form of payment computed as though the Participant had continued in covered Employment until the Normal Retirement Date based on his Average Monthly Compensation at the date of death.

(2) Non-Employee – 10 Years. If the Participant had three years of Vesting Service by December 31, 2003, was not employed but had completed at least 10 years of Vesting Service on the date of death, 50% of the Deferred Vested Benefit payable without reduction for early payment; or

(3) Other. As to any other Participant, 50% of the benefit that would have been payable to the Participant if the Participant had retired on the day before the Participant died and had elected to have benefit payments begin on the earliest permitted payment date in the form of an immediate QJSA. The monthly amount is subject to reasonable actuarial adjustments to reflect a payment earlier or later than the date as of which the QPSA was determined.

(ii) No Surviving Spouse. If the Participant does not have a Surviving Spouse, a benefit shall not be payable under this plan.

(c) Death After Annuity Starting Date. If a Participant who has a Vested Accrued Benefit dies after the Annuity Starting Date, the Beneficiary shall be paid any remaining benefits payable under the form of payment the Participant was receiving before death.

(d) Death While Performing Qualified Military Service. If a Participant dies on or after January 1, 2007, while performing Qualified Military Service and the Participant was entitled to reemployment rights under USERRA immediately before the Participant's death, the Participant's Beneficiary shall be entitled to any additional benefits (including, without limitation, accelerated vesting, credit for service for vesting purposes, and any survivor benefit, but not including benefit accruals relating to the period of Qualified Military Service) that would have been provided under the plan had the Participant resumed employment with the Employer and then terminated employment due to death.

5.6 Pension Offsets.

The amount of any retirement benefit shall be reduced by payments (other than reimbursement for medical expenses) to the Participant.

(a) Workers Compensation. On account of disability due to injury or occupational disease for which an Employer is liable under workers compensation for occupational disease law received after becoming eligible for and meeting all requirements to commence benefits.

(i) Lump Sum. A lump sum payment of amounts under this paragraph shall be charged in full on a monthly basis against the benefit otherwise payable until the amount received is exhausted.

(ii) Offset Limited. A lump sum shall not be charged to the extent that the lump sum would have been previously exhausted if the Participant has been receiving benefits and the payment has been charged since the earlier of the Participant’s receipt of disability benefits or the date the Participant last completed an Hour of Service.

(b) Disability Pension. In the nature of a disability pension under Federal or State law (other than a military service pension, disability insurance benefits under the Social Security Act or payments under State law enacted pursuant to Title I of the Social Security Act).

Payments due to dismemberment or loss of sight or payments arising from disability provisions of group life insurance policies shall not reduce any retirement benefit.

5.7 Special Benefit Schedules.

The provisions of this Article (and, if necessary Articles 3 and 6) may be modified and superceded as specified in Schedule C to apply to any identified group or classification of Employees.

5.8 Benefit Rules.

(a) Single Benefit. A Participant shall not receive more than one type of benefit in any month.

(b) Previously Paid Benefits. The amount of a benefit payable under this article shall be reduced by the amount of benefits previously paid to or with respect to the Participant, including a lump-sum payment of the Participant's entire Vested Accrued Benefit after the Participant's employment terminates. All reductions shall be computed on a uniform basis by calculating and offsetting the Actuarially Equivalent value of the benefit previously paid from the Participant's final benefit.

(c) Transfer. A transfer between Covered Employment and any other employment with the Employer (including employment as a Leased Employee), or a transfer between the Employer and a Related Employer, is not termination of employment.

5.9 Maximum Annual Benefits .

The Annual Benefit accrued by or payable to a Participant in a Limitation Year, from all defined benefit plans maintained by the Employer and each Related Employer, may not exceed the lesser of the Defined Benefit Dollar Limit or the Compensation Limit. If the benefit that a Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the permissible amount under Code Section 415 and

Regulations, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the limits. The limitations of this section apply for Limitation Years beginning on or after July 1, 2007, unless otherwise provided.

(a) Annual Benefit. "Annual Benefit" means a benefit payable annually in the form of a Single Life Annuity. Annual Benefit includes social security supplements described in Code Section 411(a)(9) and benefits transferred from another defined benefit plan (other than transfers of distributable benefits pursuant to Regulations Section 1.411(d)-4, Q&A-3(c)), but does not include benefits attributable to after-tax employee contributions or rollover contributions. The treatment of benefits that are transferred to this plan is determined pursuant to Regulations Section 1.415(b)-1(b)(3).

(b) Defined Benefit Dollar Limit. "Defined Benefit Dollar Limit" means $195,000, as adjusted, effective January 1 of each year, under Code Section 415(d) in such manner as the Secretary shall prescribe, and payable in the form of a straight life annuity. The limit as adjusted under Code Section 415(d) will apply to Limitation Years ending with or within the calendar year for which the adjustment applies, however, a Participant's benefit shall not reflect the adjusted limit prior to January 1 of that calendar year.

(c) Compensation Limit. Effective for Limitation Years beginning after December 31, 2005, "Compensation Limit" means 100% of the average of the Participant's Section 415 Compensation for the three consecutive years of service (or, if the Participant has less than three consecutive years, the Participant's longest consecutive period of service, including fractions thereof, but not less than one year) that produce the highest average. The period for determining a year of service under this provision shall be the Plan Year.

(i) Termination of Employment. If a Participant's employment terminates, the Participant's highest average compensation shall be automatically adjusted by the cost-of-living adjustment factor under Code Section 415(d) in the manner prescribed by the Secretary of Treasury. The adjusted compensation amount shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, however, a Participant's benefit shall not reflect the adjusted limit prior to January 1 of that calendar year.

(ii) Reemployment. If a Participant is subsequently reemployed following a termination of employment, the "Compensation Limit" for the Participant is the greater of (A) 100% of the average of the Participant's Section 415 Compensation for the three consecutive years that produced the highest average determined at the time the Participant's employment terminated (as adjusted under (i) above) or (b) 100% of average of the Participant's Section 415 Compensation for the three consecutive years that produce the highest average determined by excluding all years for which the Participant performed no services for, and received no compensation from, the Employer or any Related Employer and by treating the years immediately preceding the date of termination and the years following the date of reemployment as consecutive.

(d) Section 415 Compensation. "Section 415 Compensation" means the gross salary or wages paid to a Participant in a Plan Year for personal services performed for the Employer that are required to be reported under Code Sections 6041, 6051, and 6052 (wages, tips and other compensation as reported on Form W-2) for the Participant. Differential wage payments as defined under Code Section 3401(h)(2) made by the Employer to an Employee with respect to any period during which the Employee is performing Qualified Military Service for a period of more than 30 days shall be included in Section 415 Compensation. Differential wage payments as described in the preceding sentence shall be included only for purposes of determining compliance with Code Section 415 and Regulations and in no event, notwithstanding any other provision of this plan to the contrary, shall any benefit under this plan be based on the differential wage payment.

(i) Inclusions. Section 415 Compensation includes:

(A) Elective Contributions. Elective contributions that are excluded from gross income by Code Sections 125, 132(f)(4), 402(g)(3) or 457;

(B) Deemed Section 125 Compensation. Elective contributions for payment of group health coverage that are not available to a Participant in cash because the Participant is unable to certify to alternative health coverage but only if the Employer does not request or collect information regarding the Participant's alternative health coverage as part of the enrollment process for the group health plan;

(C) Compensation Paid after Employment Terminates. For Limitation Years beginning on or after July 1, 2007, the following amounts provided they are paid by the later of 2 1/2 months after the Participant's employment terminates or the end of the Limitation Year that includes the date of termination:

(1) Regular Compensation. Regular compensation for services performed during the Participant’s regular working hours, or compensation for services performed outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, provided they would have been made had the Participant continued in employment with the Employer;

(2) Leave Cashouts. Payments made for unused accrued bona fide sick, vacation, or other leave that the Participant would have been able to use if employment had continued; or

(3) Deferred Compensation. Payments made pursuant to a nonqualified unfunded deferred compensation plan that would have been paid at the same time had employment continued, but only to the extent the payment is includible in the Participant’s gross income.

(ii) Limitation. Section 415 Compensation shall not exceed the Annual Compensation Limit.

(iii) Estimation. Until Section 415 Compensation is actually determinable, the Employer may use a reasonable estimate of Section 415 Compensation. As soon as administratively feasible, actual Section 415 Compensation shall be determined.

(e) Limitation Year. "Limitation Year" means the Plan Year. If the Limitation Year is amended to a different 12-month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(f) Aggregation Rules.

(i) General Rule. In accordance with Regulations Section 1.415(f)-1, all defined benefit plans maintained by the Employer and any Related Employer (as modified by Code Section 415(h)), all benefits under those plans, and Section 415 Compensation from the Employer and any Related Employer (as modified by Code Section 415(h)) shall be aggregated for purposes of applying this section and the remainder of this article. In applying the limitations of this article, if this plan is aggregated with another plan, a Participant's benefits shall not be counted more than once in determining the Participant's aggregate Annual Benefit pursuant to Regulations Section 1.415(f)-1(d)(1).

(ii) Terminated Plan. The benefits provided under a terminated defined benefit plan maintained by the Employer or any Related Employer shall be taken into account in applying the limitations of this article in accordance with Regulations Section 1.415(b)-(1)(b)(5).

(iii) Formerly Affiliated Plan. A formerly affiliated plan shall be treated as a plan maintained by the Employer but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay benefit liabilities under the plan and had purchased annuities to provide benefits. For purposes of this provision, a formerly affiliated plan is a plan that, immediately prior to the cessation of affiliation, was actually maintained by an entity that constitutes the Employer (as determined under Regulations Sections 1.415(a)-1(f)(1) and (2)) and immediately after the cessation of affiliation, is not actually maintained by the entity. Cessation of affiliation under the preceding sentence means the event that causes an entity to no longer be aggregated with the Employer under the affiliation rules described in Regulations Sections 1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary to an unrelated corporation) or that causes a plan to not actually be maintained by an entity that constitutes the Employer under the affiliation rules described in Regulations Sections 1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship to an unrelated corporation).

(iv) Predecessor Employer. If the Employer maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a former employer (for example, the Employer assumed sponsorship of the former employer's plan or this plan received a transfer of benefits from the former employer's plan), the Participant's benefit under plan maintained by the former employer shall be treated as provided under a plan maintained by the Employer as provided under Regulations Section 1.415(f)-1(c). A former entity that existed before the Employer will be considered a predecessor employer with respect to a Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

(v) Previously Unaggregated Plans. In accordance with Regulations Section 1.415(f)-1(e), two or more defined benefit plans that were not required to be aggregated as of the first day of a Limitation Year will satisfy the requirements of Code Section 415 with respect to a Participant for the Limitation Year if the plans are aggregated later in that Limitation Year, provided that no plan amendments increasing benefits with respect to the Participant under either plan are made after the occurrence of the event causing the plans to be aggregated. Two or more defined benefit plans that are required to be aggregated pursuant to Code Section 415(f) during a Limitation Year subsequent to the Limitation Year during which the plans were first aggregated will satisfy the requirements of Code Section 415 with respect to a Participant for the Limitation Year if they are aggregated, provided there have been no increases in the Participant's benefit (including increases as a result of increased compensation or service) under any of the plans at any time during which the plans have been aggregated.

5.10 Adjustments to Maximum Annual Benefits.

The Annual Benefit and limitations described in Section 5.9 shall be adjusted in accordance with this section and applicable Regulations. The provisions of this section shall apply for Limitation Years beginning on or after July 1, 2007, unless otherwise provided.

(a) Annual Benefit Actuarial Adjustment.

(i) Actuarial Adjustment. Except as specified in (ii) below, an Annual Benefit payable in form other than a Single Life Annuity must be adjusted to the actuarially equivalent value of the Single Life Annuity in accordance with the following.

(A) Benefits Not Subject To 417(e). For any benefit paid in a form to which Code Section 417(e) does not apply, the actuarially equivalent value of the Single Life Annuity shall be the greater of (1) the annual amount of the Single Life Annuity (if any) payable to the Participant under the plan commencing at the same Annuity Starting Date as the form of benefit payable to the Participant, or (2) annual amount of the Single Life Annuity commencing at the Annuity Starting Date that has the same actuarial present value as the form of benefit payable to the Participant, computed using an interest rate assumption of 5% and the 417(e) Mortality Table for that Annuity Starting Date.

(B) Benefits Subject To 417(e). For any benefit paid in a form to which Code Section 417(e) applies, the actuarially equivalent value of the Single Life Annuity shall be determined as follows:

(1) After December 31, 2005. If the Annuity Starting Date occurs in a Limitation Year beginning after December 31, 2005, the value shall equal the greatest annual amount of the Single Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the form of benefit payable to the Participant computed by: (i) using the interest rate and mortality table specified in this plan for adjusting benefits in the same form, (ii) using an interest rate assumption of 5.5% and the 417(e) Mortality Table, or (iii) using the 417(e) Interest Rate and the 417(e) Mortality Table and then dividing the result by 1.05.

(2) 2004 or 2005. If the Annuity Starting Date occurs in a Limitation Year beginning in 2004 or 2005, the value shall be the largest amount determined under (1) above using the actuarial equivalence factors specified in (i) and (ii) only.

(3) PFEA Transition Rule. Notwithstanding (2) above, if the Annuity Starting Date occurs after December 31, 2003 and before January 1, 2005, the value shall not be less than the greatest benefit determined by (i) using the interest rate and mortality table specified in this plan for adjusting benefits in the same form, (ii) using the 30-Year Treasury Rate as defined and determined under the provisions of this plan then in effect and the 417(e) Mortality Table, or (iii) using the 30-Year Treasury Rate on the last day of the last Limitation Year beginning before January 1, 2004 under the provisions of this plan then in effect and the 417(e) Mortality Table.

(ii) No Actuarial Adjustment. Actuarial adjustments are not required for:

(A) Survivor Benefits. Survivor benefits payable to a Surviving Spouse under a QJSA to the extent such benefits would not be payable if the Participant's benefit were paid in another form;

(B) Ancillary Benefits. Benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and post-retirement medical benefits); and

(C) Automatic Benefit Increase. The inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code Section 417(e)(3) and would otherwise satisfy the limitations of Code Section 415(b) and Regulations, and in no event would the amount payable to the Participant under the form of benefit in any Limitation Year exceed the limits of Code Section 415(b) and Regulations applicable at the Annuity Starting Date, as increased in subsequent years pursuant to Code Section 415(d) and Regulations Section 1.415(d)-1. For purposes of the preceding sentence, an automatic benefit increase feature is included in a form of benefit if the benefit provides for automatic, periodic increases to the benefits paid in that form, such as a form of benefit that automatically increases the benefit annually according to a specified percentage or objective index, or a form of benefit that automatically increases the benefit to share favorable investment returns on plan assets.

(iii) Adjustment For Multiple Annuity Starting Dates. If a Participant has or will have payments commencing at more than one Annuity Starting Date, the limitations of Code Section 415 must be satisfied as of each of the Annuity Starting Dates, taking into account the benefits that have been or will be provided at all of the Annuity Starting Dates. In determining the Annual Benefit for such a Participant as of a particular Annuity Starting Date, the plan must actuarially adjust the past and future payments with respect to the benefits that commenced at the other Annuity Starting Dates. The determination of whether a new Annuity Starting Date has occurred is made pursuant to Regulations Section 1.415(b)-1(b)(1)(iii) and without regard to Regulations Section 1.410(a)(20), Q&A-10(d) (under which the commencement of certain distributions may not give rise to a new Annuity Starting Date).

(b) Adjustments to Defined Benefit Dollar Limit and Compensation Limit.

(i) Service Adjustment. If the Annual Benefit begins when the Participant has less than 10 years of participation (as defined below), the Defined Benefit Dollar Limit shall be multiplied by a fraction. The numerator of the fraction is the number of the Participant's years of participation (not less than one) and the denominator is 10. If the Participant has less than 10 years of service (as defined below) when the Annual Benefit begins, the Compensation Limit shall be multiplied by a fraction. The numerator of the fraction is the number of the Participant's years of service (not less than one) and the denominator is 10.

(A) Year of Participation. A Participant shall be credited with a year of participation (computed to fractional parts of a year) for each Plan Year during which the Participant is credited with the service required for benefit accrual purposes beginning with the Plan Year in which the Participant first becomes a Participant.

(B) Year of Service. A Participant shall be credited with a year of service (computed to fractional parts of a year) for each Plan Year during which the Participant is credited with the service required for benefit accrual purposes taking into account only service with the Employer or a predecessor employer (as defined in Regulations Section 1.415(f)-1(c)).

(C) General Rules. A Participant who is permanently and totally disabled within the meaning of Code Section 415(c)(3)(C)(i) for a Plan Year shall be credited with a year of participation and/or service for that Plan Year. A Participant will not be credited with more than one year of participation and/or year of service for each Plan Year. If two or more defined benefit plans are required to be aggregated for a Limitation Year, periods that are counted as years of participation or years of service, as applicable, under any of the plans are counted in computing the reduction for the plans as aggregated.

(ii) Age Adjustment.

(A) Before Age 62. If the Annual Benefit begins before the date the Participant attains age 62 and the plan does not have an immediately commencing Single Life Annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limit at that Annuity Starting Date is the annual amount of a benefit payable as a Single Life Annuity commencing on the Participant's Annuity Starting Date that is the actuarially equivalent of the Defined Benefit Dollar Limit (as reduced under (i) above if necessary) with actuarial equivalence computed using an interest rate assumption of 5% and the 417(e) Mortality Table in effect for that Annuity Starting Date (and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date). If, however, the plan has an immediately commencing Single Life Annuity payable both at age 62 and at the age of benefit commencement, the Defined Benefit Dollar Limit at the Participant's Annuity Starting Date is the lesser of (1) the reduced Defined Benefit Dollar Limit as determined under the preceding sentence or (2) the Defined Benefit Dollar Limit (as reduced under (i) above if necessary) multiplied by the ratio of the annual amount of the immediately commencing Single Life Annuity under the plan at the Participant's Annuity Starting Date to the annual amount of the immediately commencing Single Life Annuity under the plan at age 62, with both annual amounts determined without applying the rules of Code Section 415.

(B) After Age 65. If the Annual Benefit begins after the Participant attains age 65 and the plan does not have an immediately commencing Single Life Annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limit at that Annuity Starting Date is the annual amount of a benefit payable as a Single Life Annuity commencing on the Participant's Annuity Starting Date that is the actuarially equivalent of the Defined Benefit Dollar Limit (as reduced under (i) above if necessary) with actuarial equivalence computed using an interest rate assumption of 5% and the 417(e) Mortality Table in effect for that Annuity Starting Date (and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date). If, however, the plan has an immediately commencing Single Life Annuity payable both at age 65 and at the age of benefit commencement, the Defined Benefit Dollar Limit at the Participant's Annuity Starting Date is the lesser of (1) the increased Defined Benefit Dollar Limit as determined under the preceding sentence or (2) the Defined Benefit Dollar Limit (as reduced under (i) above if necessary) multiplied by the ratio of the annual amount of the adjusted immediately commencing Single Life Annuity under the plan at the Participant's Annuity Starting Date to the annual amount of the adjusted immediately commencing Single Life Annuity under the plan at age 65, with both annual amounts determined without applying the rules of Code Section 415. For this purpose, the adjusted immediately commencing Single Life Annuity under the plan at the Participant's Annuity Starting Date is the annual amount of such annuity payable to the Participant computed disregarding the Participant's accruals after age 65 but including actuarial adjustments, even if those actuarial adjustments are applied to offset accruals, and the adjusted immediately commencing Single Life Annuity under the plan at age 65 is the annual amount of such annuity that would be payable under the plan to a hypothetical participant who is age 65 and has the same accrued benefit (with no actuarial increases for commencement after age 65) as the Participant receiving the payment (determined disregarding the Participant's accruals after age 65).

(iii) Mortality Adjustment. In adjusting the Defined Benefit Dollar Limit for the Participant's Annuity Starting Date under (ii) above, no adjustment shall be made to reflect the probability of a Participant's death between the Annuity Starting Date and age 62, or between age 65 and the Annuity Starting Date, if benefits will not be forfeited upon the Participant's death before the Annuity Starting Date. To the extent that a forfeiture occurs upon the Participant's death before the Annuity Starting Date, an adjustment must be made to reflect the probability of the Participant's death. A forfeiture shall not be treated as occurring upon the Participant's death If the plan does not charge Participants for providing the QPSA on the Participant's death.

(c) $10,000 Minimum Benefit. A benefit shall not be deemed to exceed the Compensation Limit if benefits payable for a Limitation Year under any form of benefit with respect to the Participant under this plan and all other defined benefit plans (regardless of whether terminated) of the Employer and all Related Employers does not at any time exceed $1,000 multiplied by the Participant's years of service or parts thereof (not to exceed 10) with the Employer and any Related Employer. This limitation shall be applicable only to a Participant who has never participated in a defined contribution plan maintained by the Employer or a Related Employer.

(d) Grandfathered Annual Benefit. The maximum Annual Benefit shall be the greatest of the maximum Annual Benefit as specified in this Article that applies to a

Participant at the time of application under Code Section 415, ERISA Section 2004, Section 235(g) of the Tax Equity and Fiscal Responsibility Act of 1982, Section 1106 of the Tax Reform Act of 1986, the Retirement Protection Act of 1994, Section 1449(a) of the Small Business Job Protection Act of 1996, Revenue Ruling 98-1, Section 611 of the Economic Growth and Tax Relief Reconciliation Act of 2001, Section 101 of the Pension Funding Equity Act of 2004, the Pension Protection Act of 2006, and Regulations under the acts and Final Regulations under Code Section 415, including all effective dates, transitional rules and alternate limitations contained in those acts and Regulations.

(e) Cost of Living Adjustment. If the Annual Benefit payable to a terminated Participant who has not received a complete distribution of the Participant's Accrued Benefit is limited by either the Defined Benefit Dollar Limit or the Compensation Limit, such benefit, may, as determined by the Employer in a nondiscriminatory and uniform manner, be increased in accordance with the cost of living adjustments under Code Section 415(d).

ARTICLE 6

Determination of Vested Percentage

6.1 Year of Vesting Service.

(a) Credit. An Employee shall be credited with a "Year of Vesting Service" for each Vesting Period in which the Employee completes at least 1,000 Hours of Service, including periods before the Employee became a Participant and before the original effective date of this plan.

(b) No Credit. An Employee shall not be credited with Years of Vesting Service for service before the date that ERISA became effective for this plan, if that service would have been disregarded under the rules of the plan then in effect with respect to breaks in service.

The "Vesting Period" for determining Years of Vesting Service and the existence of Breaks in Service under this article shall be the Plan Year.

6.2 Vested Percentage.

(a) Vesting Schedule. A Participant's vested percentage shall be determined as follows:

Years of Vesting Service	Vested Percentage
Less than 5 years	-0-
5 years or more	100%

(b) Normal Retirement Date. The vested percentage of a Participant who is employed in Covered Employment on the Participant's Normal Retirement Date shall be 100%.

6.3 Cashout.

If a Participant's employment terminates and the Participant's vested percentage under Section 6.2(b) is zero, the nonvested amount shall be forfeited as of the date that the Participant’s employment terminates. If the former Participant is reemployed by the Employer or a Related Employer before the Participant has five consecutive Breaks in Service, the forfeited amount shall be restored as of the date the Participant is reemployed.

6.4 Five Breaks in Service.

(a) Cancellation of Vesting Service. If an Employee whose vested percentage is zero has five consecutive Breaks in Service, the Participant's Years of Vesting Service and years of Benefit Service credited before the Breaks in Service shall be permanently canceled except as provided in Section 5.1(f)(ii).

(b) Forfeiture of Nonvested Accrued Benefit. Unless previously forfeited, a Participant's nonvested Accrued Benefit shall be permanently forfeited as of the end of the period that includes the Participant's fifth consecutive Break in Service except as provided in Section 5.1(f)(ii).

6.5 Death After Termination/Lost Recipient.

(a) Death After Termination. If a Participant whose vested percentage is not 100% dies after termination of employment but before the Participant has five consecutive Breaks in Service, any nonvested amount shall be forfeited as of the date of the Participant's death.

(b) Lost Recipient. If a Person entitled to a payment cannot be located after the Administrator has made a diligent search, the Participant's account shall be forfeited as of the date the Administrator certifies to the Trustee that the Person cannot be located. The Participant's Vested Accrued Benefit shall be restored to the Participant’s account if the Person entitled to the payment submits a written election of method of payment.

ARTICLE 7

Payment of Benefits

7.1 Time of Payment.

Subject to the QJSA and QPSA provisions of this plan and the required distribution rules of Section 7.4, benefit payments shall begin not later than the time required under Code Section 401(a)(14). Notwithstanding the preceding sentence, a Participant may elect to defer benefit payments scheduled to begin at the Participant's Normal Retirement Date or Late Retirement Date to any date not later than the Participant's Required Beginning Date as defined in Section 7.4(a).

(a) Normal Retirement Benefit. The Normal Retirement Benefit shall begin on the first day of the month following the Participant's Normal Retirement Date.

(b) Early Retirement Benefit. The Early Retirement Benefit shall begin on the first day of the month following the Participant's Normal Retirement Date. The Participant may elect earlier payment beginning on the first day of any month following the Participant's Early Retirement Date.

(c) Late Retirement Benefit. The Late Retirement Benefit shall begin on the first day of the month following the Participant's termination of employment or, if earlier, the Participant's Required Beginning Date.

(d) Deferred Vested Benefit. The Deferred Vested Benefit shall begin on the first day of the month following the Participant's Normal Retirement Date. If the Participant had completed at least 10 Years of Vesting Service at termination of employment, the Participant may elect earlier payment beginning on the first day of any month following the date the Participant attains age 60.

(e) Death Benefit.

(i) Before Annuity Starting Date. The QPSA shall begin on the first day of the month following the Participant's Normal Retirement Date. The Surviving Spouse may elect earlier payment beginning on the first day of the month following the date of death, or if later, the first day a Participant could have elected early payment of an Early Retirement Benefit or a Deferred Vested Benefit, if applicable.

(ii) After Annuity Starting Date. If the form of payment to the Participant provides for benefits after the Participant's death, the continuing benefit shall be paid to the Beneficiary as provided.

(iii) Before Annuity Starting Date/Lump Sum. If a lump sum is available under Section 7.3(b)(iv) or payable under Section 7.5(f)(i), the Administrator shall direct payment of the lump sum to the Participant's Beneficiary at the time and in the manner described in (g) below for an unmarried Participant.

(f) Disability Benefit. The Disability Benefit shall begin on the first day of the month following the date of Disability.

(g) Immediate Benefit.

(i) Small Balance Cashout. If consent is not required pursuant to Section 7.5(f)(i), the Administrator shall direct payment of the Actuarially Equivalent present value of the Participant's Vested Accrued Benefit in a lump sum as soon as administratively feasible following the date the Participant's employment terminates for any reason (including death) or with respect to payment to an alternate payee, as soon as administratively feasible following entry of the QDRO.

(ii) Consent Required. If the Participant is required to consent to payment, and the Participant is eligible to elect a lump sum payment under Section 7.3(b)(iv), the Administrator shall direct payment of the Participant's Vested Accrued Benefit as soon as administratively feasible following a Participant's election of an immediate benefit in the form of: (A) a lump sum payment, or (B) a Single Life Annuity if the Participant is unmarried or QJSA if the Participant is married. In lieu of the QJSA, a married Participant may elect an immediate 75% joint and survivor annuity with the Participant's Spouse as the joint annuitant. For a Participant who has not reached age 60 (or other early retirement age specified in an applicable schedule to the plan), the monthly amount of the immediate annuity shall be Actuarially Equivalent to the monthly amount that would have been payable at the Participant's Normal Retirement Date.

(h) QDRO. If the plan receives a QDRO, benefits to an alternate payee shall begin as specified in the QDRO, but not before benefits could have otherwise been payable. If a lump sum is available under Section 7.3(b)(iv) or payable under Section 7.5(f)(i), the Administrator shall direct payment of the lump sum at the time and in the manner described in (g) above for an unmarried Participant.

"QDRO" means a qualified domestic relations order, as defined in Code Section 414(p), that is issued by a competent state court and that meets the following conditions:

(i) Alternate Payee. The alternate payee must be the Spouse or former Spouse or a child or other dependent of the Participant.

(ii) Reason for Payments. The payments must relate to alimony, support of a child or other dependent, or a division of marital property.

(iii) Contents. The QDRO must contain the name and address of the Participant and the alternate payee, the amount of benefits or percentage of the Participant's Vested Accrued Benefit to be paid to the alternate payee, the Valuation Date as of which the amount or percentage is to be determined, and instructions concerning the timing and method of payment.

(iv) Restrictions. A QDRO may not require (A) this plan to pay more than the Actuarially Equivalent present value of the Participant's Vested Accrued Benefit to the Participant and all alternate payees; (B) a method, payment date, or duration of payment not otherwise permitted under this article; or (C) cancellation of the prior rights of another alternate payee.

(i) Plan Termination; Partial Termination. Benefits shall be paid in accordance with Article 12 as soon as administratively feasible following termination or partial termination of this plan.

7.2 Determination of Benefits.

The age of the individuals to whom benefits are payable shall be determined as of the date the benefit is payable. All forms of payment shall be Actuarially Equivalent to the benefit payable as a Single Life Annuity.

(a) Lump Sum. For purposes of determining the lump sum present value of a benefit:

(i) Interest Rate. The interest rate shall be the 417(e) Interest Rate. "417(e) Interest Rate" means the applicable interest rate determined in accordance with Code Section 417(e). The 417(e) Interest Rate shall be the interest rate determined under the preceding sentence for the month that is three months preceding the first day of the Plan Year that includes the Annuity Starting Date.

(ii) Mortality Table. The mortality table shall be the 417(e) Mortality Table. "417(e) Mortality Table" means the applicable mortality table prescribed by the Internal Revenue Service to be used for purposes of Code Section 417(e).

(b) Optional Forms. For purposes of determining the amount of optional forms of benefit, the interest rate shall be 8% and the mortality table shall be the 417(e) Mortality Table. The amount of an optional form of benefit shall not be less than the amount determined as of June 30, 2004.

7.3 Form of Payment.

(a) Standard Form. Generally, benefits under this plan shall be paid as follows:

(i) Married. If the Participant is married when benefit payments are to begin, the Participant's benefit shall be paid as a QJSA unless the Participant waives the QJSA, with consent of the Spouse, and properly elects another available form of payment.

(A) Definition. "QJSA" means an immediate qualified joint and survivor annuity under which a reduced (compared to the amount of the Participant's Vested Accrued Benefit payable as a Single Life Annuity) amount is payable to the Participant for life and 50% of the reduced amount is payable to the Surviving Spouse, if any, for life after the Participant's death.

(B) Monthly Payments. The monthly amount payable to the Participant and the monthly amount payable to the Surviving Spouse shall not increase after payments begin. The monthly payments under the QJSA shall be such that the value of the expected payments to the Participant and the Surviving Spouse is Actuarially Equivalent to the benefit payable as a Single Life Annuity.

(ii) Not Married. If the Participant is not married when benefit payments are to begin, the Participant's benefit shall be paid as a Single Life Annuity, unless the Participant waives that form and properly elects another available form of payment.

(b) Optional Forms of Payment. Upon waiver of the QJSA (or Single Life Annuity for an unmarried Participant), the Participant may elect one of the following optional forms of benefit payment. Upon waiver of the QPSA by the Surviving Spouse, the Surviving Spouse may elect one of the following optional forms of benefit payment. A Beneficiary other than the Surviving Spouse shall not be permitted to elect an alternative form of payment. A lump sum shall be the only available optional form of benefit payment for payment prior to the Participant's earliest Early Retirement Date.

(i) Single Life Annuity. A "Single Life Annuity" is a monthly benefit payable in equal installments for the life of the Participant or other individual with no payments to be made for any periods after the recipient's death.

(ii) 75% or 100% Joint and Survivor Annuity. A 75% or 100% joint and survivor annuity is an Actuarially Equivalent monthly benefit payable to the Participant for life with a continuation of 75% or 100% of the Participant's monthly benefit to the Surviving Spouse for the remainder of the Spouse's life after the Participant's death.

(iii) 60 or 120 Months Certain and Life Annuity. A 60 or 120 months certain and life annuity is an Actuarially Equivalent monthly benefit payable to the Participant for life while the Participant is alive. If the Participant dies before receiving 60 or 120 monthly payments, the Participant's Beneficiary shall receive the monthly benefit the Participant was receiving until a total of 60 or 120 monthly payments have been paid.

(iv) Lump Sum. A lump sum is an Actuarially Equivalent benefit payable in single payment, within one taxable year of the recipient. The Actuarially Equivalent present value of a Participant’s Vested Accrued Benefit paid as a lump sum before a Participant’s Normal Retirement date shall be Actuarially Equivalent to the Vested Accrued Benefit payable at Normal Retirement Date (without regard to any early retirement subsidies). A lump sum shall not be available to a Participant, Surviving Spouse, or alternate payee under a QDRO, if the Actuarially Equivalent present value of the Participant's Vested Accrued Benefit is more than $10,000 on the date the lump sum is payable, except that, notwithstanding any other provision of this plan to the contrary, a Participant or Beneficiary, including an alternate payee under a QDRO, may elect a lump sum payment of more than $10,000 during a window beginning on October 2, 2014, and ending on November 14, 2014, but only if:

(A) Termination Date. The Participant's employment with the Employer and all Related Employers has terminated on or before June 30, 2014, and the Participant is not rehired during the period beginning July 1, 2014, and ending on the date payment is made or commences in accordance with this window;

(B) Payment Not Yet Commenced. The Participant or Beneficiary has not otherwise begun payments under this plan on or before December 1, 2014;

(C) Under Age 70-1/2. The Participant has not attained age 70 1/2 as of December 1, 2014;

(D) SERP Participant. The Participant is not a participant in the Wolverine World Wide, Inc. 409A Supplemental Executive Retirement Plan;

(E) Located. The Participant's Accrued Benefit can be determined and the Participant can be located, after a diligent search (if necessary), by the Administrator before October 2, 2014; and

(F) Election. The Participant properly completes and returns all required election forms and documentation to the Administrator no later than November 14, 2014, or such later date determined by the Administrator as a result of an unforeseen administrative delay.

(c) Direct Transfer. A distributee may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan.

(i) Eligible Rollover Distribution. An eligible rollover distribution is a distribution of any portion of the balance to the credit of a distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent that the distribution is required under Code Section 401(a)(9); any hardship distribution; and any other distribution that is reasonably expected to total less than $200 during a year.

(ii) Eligible Retirement Plan. An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. An eligible retirement plan also includes an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan. For any portion of an eligible rollover distribution consisting of after-tax contributions that are not includable in gross income, an eligible retirement plan is an individual retirement account or annuity described in Code Section 408(a) or 408(b), a qualified defined contribution plan described in Code Section 401(a) or 403(a) and effective January 1, 2007, a qualified defined benefit plan described in Code Section 401(a) or an annuity contract described in Code Section 403(b) that agrees to separately account for such portion (including attributable earnings).

(iii) Distributee. A distributee includes a Participant or former Participant, the Participant's or former Participant's Surviving Spouse, and the Participant's or former Participant's Spouse or former Spouse who is an alternate payee under a QDRO.

(iv) Non-Spouse Beneficiary. Effective January 1, 2007, a Beneficiary who is not a Spouse may elect to transfer all or any portion of a distribution deemed to be an eligible rollover distribution to an individual retirement account or annuity described in Code Section 408(a) or (b) that is established for the purpose of receiving the distribution on behalf of the designated Beneficiary and which is treated as an inherited IRA within the meaning of Code Section 408(d)(3)(C). Additional rules, including the determination of any distribution required under Code Section 401(a)(9), apply as provided under Code Section 402(c)(11) and Regulations and any other applicable guidance published by the Internal Revenue Service.

(d) Small Balance/Automatic Rollover to IRA. If consent is not required pursuant to Section 7.5(f)(i), the distributee shall be paid a lump sum in accordance with Section 7.1(g)(i). The distributee may elect to receive the lump sum payment in cash or to have the lump sum payment transferred to an eligible retirement plan. Effective December 1, 2014, if no election is made and the Actuarially Equivalent present value of the Participant’s Vested Accrued Benefit exceeds $1,000, the Trustee shall transfer the eligible rollover distribution to the trustee or custodian of an individual retirement plan designated by the Administrator. If no election is made and the Actuarially Equivalent present value of the Participant’s Vested Accrued Benefit is $1,000 or less, the Trustee shall distribute the lump sum payment directly to the distributee.

7.4 Required Distribution Rules.

Subject to the QJSA and QPSA provisions, this section generally states the requirements of Code Section 401(a)(9) and the Regulations and shall take precedence over any other provision of this plan that permits payment at a later time or in a smaller amount. The provisions of this section apply to calendar years beginning on or after January 1, 2003. All payments shall be determined and made in accordance with the Regulations under Code Section 401(a)(9), including the minimum incidental benefit requirement under Code Section 401(a)(9)(G).

(a) Time of Distribution.

(i) Required Beginning Date. Unless payments begin earlier, the entire interest of the Participant must be distributed or distribution must begin not later than the Participant's Required Beginning Date. "Required Beginning Date" means:

(A) 5% Owner. For a Participant who is a 5% Owner, the April 1 following the calendar year in which the Participant attains age 70 1/2. Once distribution begins to a 5% Owner, it shall continue even if the Participant ceases to be a 5% Owner.

(B) Non-5% Owner. For a Participant who is not a 5% Owner, the April 1 following the calendar year in which the Participant attains age 70 1/2, or, if later, following the calendar year in which the Participant's employment terminates.

(ii) Death Before Required Beginning Date. If the Participant dies before the Required Beginning Date and before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(A) Spouse is Only Beneficiary. If the Participant's Surviving Spouse is the Participant's sole designated beneficiary, then distributions to the Surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(B) Other Beneficiary. If the Participant's Surviving Spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(C) No Beneficiary. If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(D) Death of Spouse Prior to Payment. If the Participant's Surviving Spouse is the Participant's sole designated beneficiary and the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse begin, this section (other than (A) above), will apply as if the Surviving Spouse were the Participant.

For purposes of this provision and (d) below, distributions are considered to begin on the Participant's Required Beginning Date (or, if (D) above applies, the date distributions are required to begin to the Surviving Spouse under (A) above). If annuity payments irrevocably commence to the Participant before the Participant's Required

Beginning Date (or to the Participant's Surviving Spouse before the date distributions are required to begin to the Surviving Spouse under (A) above), the date distributions are considered to begin is the date distributions actually commence.

(iii) Death After Required Beginning Date. If the Participant dies after the Required Beginning Date, or if earlier, the date payment begins in the form of an irrevocable annuity, payments shall be made at least as rapidly as benefit payments were being paid to the Participant before death.

(b) General Annuity Requirements .

(i) Annuity Payments. If benefit payments under this plan are paid in the form of an annuity, the annuity payments shall comply with the following requirements:

(A) Payment Intervals. The annuity payments will be paid in periodic payments made at uniform intervals not longer than one year;

(B) Payment Period. The distribution period will be over a life (or lives) or over a period certain not longer than the period described in (c) or (d) below;

(C) No Recalculation. Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted; and

(D) Nonincreasing or Permissible Increase. Payments will either be nonincreasing or increase only as permitted under Regulation Section 1.401(a)9)-6, Q&A-14.

(ii) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under (a)(ii) above) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(iii) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(c) Requirements For Annuity Distributions That Commence During Participant's Lifetime.

(i) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2(c)(2) of Regulations Section 1.401(a)(9)-6, in the manner described in Q&A-2(c) of those Regulations, to determine the applicable percentage. If the form of distribution combines a joint and survivor annuity for the joint lives of the participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(ii) Period Certain Annuities. Unless the Participant's Spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Regulations Section 1.401(a)(9)-9, Q&A-2, for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Regulations Section 1.401(a)(9)-9, Q&A-2, plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's Spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this section, or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Regulations Section 1.401(a)(9)-9, Q&A-3, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

(d) Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin.

(i) Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in (a)(ii)(A) or (B) above, over the life of the designated beneficiary or over a period certain not exceeding:

(A) Annuity Starting Date After First Distribution Calendar Year. If the Annuity Starting Date is after the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(B) Annuity Starting Date Before First Distribution Calendar Year. If the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

(ii) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution begins, the Participant's Surviving Spouse is the Participant's sole designated beneficiary, and the Surviving Spouse dies before distributions to the Surviving Spouse begin, this section will apply as if the Surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to (a)(ii)(A) above.

(iv) Payments to Surviving Child. Payments made to a Participant's surviving child until the child reaches the age of majority, as determined under Regulations Section 1.401(a)(9)-6, Q&A-15, or the child dies, if earlier, may be treated as if such payments were made to the Surviving Spouse to the extent the payments become payable to the Surviving Spouse upon cessation of the payments to the child.

(e) Definitions.

(i) Designated Beneficiary. The designated beneficiary is the individual who is designated as the beneficiary under Section 7.6 and is the designated beneficiary under Code Section 401(a)(9) and Regulations Section 1.401(a)(9)-4.

(ii) Distribution Calendar Year. A distribution calendar year is a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to (a) above.

(iii) Life Expectancy. Life expectancy is the life expectancy computed by use of the Single Life Table in Regulations Section 1.401(a)(9)-9, Q&A-1.

(f) Actuarial Increase. If benefit payments to a Participant who is not a 5% Owner begin on a Required Beginning Date that is later than the April 1 following the calendar year in which the Participant attains age 70 1/2, the benefit shall be actuarially increased to reflect the delay in payment to the date on which benefit payments commence.

The period for the actuarial increase shall begin on April 1 following the calendar year in which the Participant attains age 70 1/2 (or January 1, 1997, in the case of an Employee who attained age 70 1/2 prior to 1996) and shall end on the date on which benefits commence after termination of employment in an amount sufficient to satisfy Code Section 401(a)(9). The amount of the increase for the period for the actuarial increase must result in a benefit that is Actuarially Equivalent to the benefit payable on the April 1 following the calendar year in which the Participant attains age 70 1/2 plus the Actuarially Equivalent value of all additional benefits accrued after that date minus the Actuarially Equivalent value of any benefit payments made after that date. The actuarial increase is generally the same as, and not in addition to, the actuarial increase required for that same period under Code Section 411 to reflect a delay in payments after normal retirement, except that the actuarial increase required under Code Section 401(a)(9)(C) must be provided even during the period during which a Participant is in Section 203(a)(3)(B) Service.

For purposes of Code Section 411(b)(1)(H), the actuarial increase will be treated as an adjustment attributable to the delay in payment of benefits after the attainment of normal retirement age. Accordingly, to the extent permitted under Code Section 411(b)(1)(H), the actuarial increase required under Code Section 401(a)(9)(C)(iii) may reduce the benefit accrual otherwise required under Code Section 411(b)(1)(H)(i), except that the rules on suspension of benefits are not applicable.

(g) TEFRA Election. Benefit payments may begin or may be made at the time and by the method specified in a TEFRA Election even if later than the Required Beginning Date. "TEFRA Election" means a written election made before January 1, 1984, pursuant to the transitional rules of Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act of 1982. An amendment or revocation of a TEFRA Election shall void the election, and the Participant's benefits shall be paid pursuant to this article. Designation of a different or additional beneficiary shall not void a TEFRA Election if the designation does not directly or indirectly alter the time when benefits begin or the period over which benefits are to be paid.

7.5 Waiver of QJSA or QPSA; Election of Method and Time of Benefit Payments.

(a) Waiver of QJSA.

(i) Notice. At least 30 days, but not more than 180 days, before the Annuity Starting Date, the Administrator shall provide each Participant, in writing, a reasonable explanation of (A) the terms and conditions of the QJSA; (B) the Participant's right to waive, and the effect of the waiver of, the QJSA; (C) the rights of the Spouse; and (D) the right to revoke, and the effect of a revocation of, a previous waiver of the QJSA.

(ii) Waiver. During the 180-day period before the Annuity Starting Date, a Participant may waive the QJSA, or the Single Life Annuity if the Participant is not married, and may revoke a prior waiver. A waiver of a QJSA shall not be effective unless the Spouse consents to the waiver. The Participant may revoke the waiver without the Spouse's consent. The waiver may be in the form of a written election under (g) below containing the Spouse's consent.

(b) Waiver of QPSA.

(i) Notice. The Administrator shall provide each Participant with a written notice containing an explanation of the QPSA and other benefits available upon the death of the Participant. The explanation shall be comparable to the explanation described above with respect to the QJSA. The notice shall be provided to each Participant within the period described below that ends last:

(A) Age Related. The period beginning with the first day of the Plan Year that includes the date the Participant attains age 32 and ending with the last day of the Plan Year preceding the Plan Year in which the Participant attains age 35; or

(B) Participation. A reasonable period that includes the date the Employee becomes a Participant. A reasonable period is the two-year period beginning one year before, and ending one year after, the occurrence of the described event.

If a Participant's employment terminates before the Plan Year that includes the date the Participant attains age 35, notice shall be provided within the two-year period beginning one year before termination of employment and ending one year after termination of employment. If the Participant later returns to employment with the Employer, the applicable period for the Participant shall be redetermined.

(ii) Waiver. At any time during the period beginning on the first day of the Plan Year that includes the date a Participant attains age 35 (or the date the Participant's employment terminates, if earlier) and ending on the earlier of the date the first payment is made to the Participant or the Participant's death, the Participant may waive the QPSA with the written consent of the Spouse and elect an optional form of benefit payment. The waiver shall be in the form of a written election by the Participant and consent by the Spouse. The Participant may not designate a different Beneficiary without a new consent by the Spouse. If the Participant does not waive the QPSA during the Participant's lifetime, the Spouse may waive the QPSA and elect an optional form of benefit payment at any time after the Participant's death and before payment begins. A Participant or Spouse may waive the QPSA as to the entire benefit or any portion of the otherwise payable benefit.

(iii) Pre-Age 35 Waiver. A Participant who has not attained age 35 as of the last day of any current Plan Year may make a special waiver of the QPSA for the period beginning on the date of the waiver and ending on the first day of the Plan Year in which the Participant attains age 35. The waiver is subject to (i) and (ii) above except that the notice under (i) above must be provided to the Participant before the date of the waiver.

The waiver shall not be valid unless the Participant receives the notice before the date of the waiver.

The QPSA shall be automatically reinstated as of the first day of the Plan Year in which the Participant attains age 35. Any new waiver on or after that date is subject to (i) and (ii) above.

(c) Spousal Consent. A consent by a Spouse shall not be effective unless the consent is in writing, signed by the Spouse and witnessed by an individual designated for this purpose by the Administrator or by a notary public. The consent must acknowledge the effect of the waiver of the QJSA or the QPSA. If it is established to the satisfaction of the Administrator that the Spouse cannot be located or if other circumstances set forth in Regulations issued under Code Section 417 exist, the Spouse's consent is not required. The consent is effective only with respect to the consenting Spouse and not with respect to a subsequent Spouse. Consent by the Spouse will be irrevocable with respect to the Participant's election, waiver, or designation of a Beneficiary to which the consent relates.

(i) Specific Beneficiary or Form of Payment. The consent may be limited to payment to a specific alternate Beneficiary, including any class of Beneficiaries or any contingent Beneficiaries, and a specified form of payment. Any waiver after the revocation of a prior waiver or change of Beneficiary will require a new spousal consent.

(ii) General Consent. The consent may permit the Participant to designate a Beneficiary, or elect an optional form of benefit payment, or to change either or both without a further consent by the Spouse. This form of consent is not valid unless the Spouse expressly and voluntarily permits such designations and elections without any further spousal consent. The consent may be limited to certain Beneficiaries or to certain forms of payment.

(iii) Consent Not Required. This subsection (c) shall apply only to a Participant whose payments had not actually begun on or before August 23, 1984, who was alive on August 23, 1984, and who had at least one Hour of Service on or after September 2, 1974.

(d) Permitted Elections. To the extent permitted under this article and subject to waiver of the QJSA or QPSA, the Participant or other recipient may elect the method and time of payment. To the extent satisfied under subsections (a), (b), or (c), the requirements under (e) and (g) need not be met again.

(e) Participant Consent. If payment is due to termination of employment prior to the Participant's Normal Retirement Date for any reason other than death, payment of benefits shall not begin without the Participant's consent. The consent shall be given by an election of benefit payments. An election of payment shall be made within the 180-day period ending on the Annuity Starting Date.

(i) Notice. When consent is required, the Participant shall be notified of the right to elect benefit payments and the right (if any) to defer payments and the consequences of failing to defer. The written notice shall provide an explanation of the material features and relative values of the available forms of payment. The notice shall be provided at least 30 days and not more than 180 days before the Annuity Starting Date.

(ii) Annuity Starting Date. "Annuity Starting Date" means the first day of the first period for which an amount is payable in any form. Generally, the Annuity Starting Date is the date on which benefit payments may begin after all conditions and requirements for payment have been met.

(A) Disability. The Annuity Starting Date for Disability Benefits shall be the date they begin if the Disability Benefit is not an auxiliary benefit. An auxiliary benefit is a Disability Benefit that does not reduce the benefit payable at Normal Retirement Date. Payment of a Disability Benefit that is an auxiliary benefit is disregarded in determining the Annuity Starting Date.

(B) Suspension of Benefits. If benefit payments are suspended pursuant to Section 7.9 for an Employee who continues to be employed without terminating employment and without receiving benefit payments under this plan, the date benefit payments start shall be the Annuity Starting Date for the Participant. Benefit payments that commence on the Participant's Required Beginning Date and before the Participant terminates employment shall be disregarded in determining the Annuity Starting Date.

(C) Lump Sum Window. The Annuity Starting Date with respect to an election made during the window beginning on October 2, 2014, and ending on November 14, 2014, pursuant to Section 7.3(b)(iv) shall be December 1, 2014, and payment shall be made, or commence, on December 1, 2014, or as soon as practicable thereafter.

(f) Exceptions.

(i) Small Balance Exceptions. The waiver of the QJSA or QPSA and the Participant's consent are not required with respect to a payment made on or after December 1, 2014 if the Participant’s employment terminates prior to the Participant’s Normal Retirement Date for any reason and the Actuarially Equivalent present value of the Participant's Vested Accrued Benefit is $5,000 (or such larger amount as may be specified in Code Section 411(a)(11)(A)) or less unless the payment is one of a series of scheduled periodic payments and the Participant's consent was required at the time the initial payment was made.

(A) Death. If the Actuarially Equivalent present value of the QPSA payable to the Participant’s Surviving Spouse is $5,000 (or such larger amount as may be specified in Code Section 411(a)(11)(A)) or less, distribution will be made to the Surviving Spouse as soon as administratively feasible following the Participant’s death without the consent of the Spouse.

(B) QDRO. If the Actuarially Equivalent present value of the Participant's Vested Accrued Benefit payable to an alternate payee under a QDRO is $5,000 (or such larger amount as may be specified in Code Section 411(a)(11)(A)) or less, distribution will be made to the alternate payee as soon as administratively feasible following entry of the QDRO, even though the Participant may not be entitled to a concurrent distribution under the provisions of this plan.

(ii) Waiver of Notice Period. Payments may commence less than 30 days after the notices required under (a)(i) and (e)(i) above are given, provided:

(A) Right to 30-day Period. The Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notices to consider the decision of whether or not to elect payment or to waive the QJSA and consent to a form of payment other than the QJSA;

(B) Election. The Participant, after receiving the notices, affirmatively elects an optional form of payment;

(C) Right to Revoke. The Participant is permitted to revoke the affirmative election until the Annuity Starting Date or, if later, at any time prior to the end of the 7-day period that begins the day after the notices are given to the Participant; and

(D) Benefit Payments. Benefit payments in accordance with the affirmative election do not commence before the end of the 7-day period described in (C) above.

(g) Election Requirements.

(i) Time. The election shall be made not later than the date benefit payments begin or, if earlier, the date when benefit payments must begin. An election may be revoked or changed before benefit payments begin.

(ii) Form. An election shall be made in a form acceptable to the Administrator.

(iii) Other Conditions. An election shall become void upon the death of the Participant prior to the date the first monthly payment is required to be paid to the Participant. If a benefit is payable to a Surviving Spouse and conditioned upon the survival of and measured by the life of the Surviving Spouse, death of the Surviving Spouse prior to the date the first monthly benefit is required to be paid to the Participant shall void the election.

(h) Failure to Elect. If a Person fails to elect (or multiple recipients cannot agree):

(i) Method. The form of benefit payment shall be a QJSA or QPSA if the Participant is married or a Single Life Annuity if the Participant is not married.

(ii) Time. Benefit payments shall begin at the time specified in this article.

(i) Additional Information. The Administrator may require additional forms or information when required by law or deemed necessary or appropriate in connection with any benefit payment.

(j) No Reduction or Delay of Payments . An election or failure to elect shall not cause noncompliance with the QJSA or QPSA provisions, the requirements of Section 7.4, the requirements of Code Section 415, or the terms of a QDRO.

(k) No Retroactive Payment . Payment shall not be made for any period prior to the date the notice under (a)(i) is provided and the Participant has properly completed a written application for the benefit on the form provided for such purpose by the Administrator. If the written application as originally filed with the Administrator is not completed properly, benefit payments shall not begin until a properly completed application has been filed. If the notice under (a)(i) is properly provided to the Participant at the Participant’s Normal or Late Retirement Date and the Participant fails to make an election, the Participant shall be deemed to have made an election to defer payment to a later date, but not later than the Participant's Required Beginning Date. If the Participant makes or is deemed to make an election to defer payment beyond the Participant’s Normal or Late Retirement Date, the amount of the benefit payment shall be Actuarially Equivalent to the benefit that would have been payable but for the deferral.

7.6 Determination of Beneficiary.

A Participant’s Beneficiary and successor Beneficiaries are determined under this section. The determination of a designated beneficiary under Section 7.4 is not only determined under this section but also is subject to and determined under Code Section 401(a)(9) and Regulations. A Participant may designate or change a Beneficiary by filing a signed designation with the Administrator in a form approved by the Administrator. The Participant's Will is not effective for this purpose.

(a) Beneficiary. "Beneficiary" means the Person designated by the Participant, or determined under this section, to receive the Participant's benefits, if any, that are provided by this plan or by the form of payment in effect under this plan after the Participant's death. The rules of this section apply to a designation by the Participant and in the absence of a valid designation or upon the failure of a designation by the Participant.

(b) Successor Beneficiaries . One or more successor Beneficiaries may be designated by the Participant or determined under this section.

(c) Married Participant; Spousal Consent. The Beneficiary of a married Participant shall be the Spouse unless the Spouse consents to designation of a Beneficiary other than the Spouse. If a married Participant designates or changes a Beneficiary other than the Spouse without the Spouse's consent, the designation will be void. A consent that permits further designations without consent is void unless the consent expressly permits such designations without additional spousal consent.

(i) Consent. Consent by the Spouse must be voluntary and must acknowledge and accept the consequences of the designation of a Beneficiary other than the Spouse. Consent by the Spouse is irrevocable. The consent and acknowledgment must be witnessed by an individual designated by the Administrator or by a notary public. If the Spouse cannot be located or if any of the other exceptions set forth in Regulations issued under Code Section 417 apply, a consent is not required.

(ii) Successors. Spousal consent is not required for the designation or determination under this section of successor Beneficiaries to the Spouse.

(iii) Change of Marital Status. An existing Beneficiary designation by a Participant will be void upon the Participant's subsequent marriage or remarriage unless the new Spouse consents to the designation.

(d) Default Determination. If a Participant fails to designate a Beneficiary, or if there is no Beneficiary or successor at the Participant’s death or at any later payment date for the reason specified in (e) below or for any other reason, the Beneficiary shall be the surviving Spouse at the time of the Participant's death and the Spouse's estate with respect to any amount remaining undistributed at the subsequent death of the Spouse. If the Participant is not survived by a Spouse, the Beneficiary shall be the members of the first of the following classes with a living member on the date a benefit payment is due:

(i) Children. The Participant's children, including those by adoption, dividing the distribution equally among the Participant's children with the living issue of any deceased child taking their parent's share by right of representation;

(ii) Parents. The Participant's parents, dividing the distribution equally if both parents are living;

(iii) Brothers and Sisters. The Participant's brothers and sisters, dividing the distribution equally among the Participant's living brothers and sisters.

(e) Death of Beneficiary. If payment to one Beneficiary is pending or has begun and the Beneficiary dies before all payments have been made, the remaining payments shall be paid to the successor Beneficiary designated by the Participant or, if no successor Beneficiary has been designated, to the Beneficiary determined under (d) above. If payment is pending or has begun to more than one Beneficiary, payments shall continue to the survivor or survivors of them, and any amount remaining upon the death of the last survivor shall be paid to the successor Beneficiary designated by the Participant or, if no successor Beneficiary has been designated, to the Beneficiary determined under (d) above. Survivors shall include the issue of any deceased child who shall take the deceased child's share by right of representation.

(f) No Surviving Beneficiary. If a deceased Participant has no surviving Beneficiary or successor Beneficiaries as designated by the Participant or as determined under (d) above on the date of the Participant's death, or on any subsequent date on which a payment is due, all remaining payments shall be paid to the Participant's estate, if then under the active administration applicable probate or similar laws, or if not, to those Persons who would then take the Participant's personal property under the Michigan intestate laws then in force, and in the proportions provided by those laws, as though the Participant had died at that time.

(g) Alternate Payee. An alternate payee awarded an independent benefit under this plan shall be considered a Participant for purposes of determining the alternate payee's Beneficiary under this section.

(h) Determination. The Administrator shall apply the rules of this section to determine the proper Persons to whom payment should be made. The decision of the Administrator shall be final and binding on all Persons.

7.7 Facility of Payment.

A payment under this section shall fully discharge the Employer and Trustee from all future liability with respect to that payment.

(a) Minimum Payments. When the amount of a benefit payment is less than $25 per month, the Administrator may direct payment of accumulated amounts at less frequent intervals, but at least annually, in order to minimize the administrative expense of the payment.

(b) Incapacity. If a recipient entitled to a payment is legally, physically, or mentally incapable of receiving or acknowledging payment, the Administrator may direct the payment to the recipient; or, for the benefit of the recipient, to the recipient's legal representative or any other Person who is legally entitled to receive payments on behalf of the recipient under the laws of the state in which the recipient resides; or to a custodian for the recipient under any applicable uniform transfers to minors act.

(c) Legal Representative. Neither the Employer nor the Trustee shall be required to commence probate proceedings or to secure the appointment of a legal representative.

(d) Annuity Contract Purchase. An annuity contract purchased and distributed by the plan shall comply with the requirements of this plan and shall be nontransferable.

7.8 Penalties.

The following penalties apply to payment of, or failure to make payment of, certain amounts under this plan.

(a) Payment Before Age 59 1/2. A Participant who receives a payment of benefits before attaining age 59 1/2 may be liable for an additional 10% federal income tax on any portion of the benefit payments included in gross income.

(b) Failure to Receive Minimum Payments. For a calendar year in which a Participant or Beneficiary fails to receive the minimum payments required under Code Section 401(a)(9), the recipient shall be subject to an additional tax equal to 50% of the difference between the minimum payments and the amount the recipient actually received.

7.9 Suspension of Benefit Payments.

(a) Normal/Early Retirement Benefits. Normal or Early or Deferred Vested Retirement Benefits in pay status will be suspended at the first day of the first Plan Year following a Plan Year in which the Participant is credited with at least 500 Hours of Service.

(i) Resumption of Payment. If benefit payments have been suspended, payments shall resume at the earlier of the first day of the Plan Year following a Plan Year in which the Participant incurs a Break in Service or the month after the calendar month in which the Participant ceases to be employed. The initial payment upon resumption shall occur in the calendar month when payments resume and shall include any amounts withheld during the period between the cessation of employment and the resumption of payments.

(ii) Amount of Benefit Payment at Resumption of Payments. When a Participant whose retirement benefit payments have been in pay status and were then suspended ceases to be employed with the Employer and resumes receipt of benefit payments, the benefits shall be increased to the Actuarially Equivalent value of the benefits at the date payments were suspended (but not in excess of the maximum Annual Benefit).

(iii) Death During Suspension of Benefits. If a Participant dies while benefit payments are suspended, benefit payments to the Surviving Spouse or other Beneficiary shall be determined as if the Participant had ceased employment the day before death. If the Participant had begun receiving benefit payments before the suspension of benefit payments, payment to the Surviving Spouse or other Beneficiary shall be made in the manner required under the form of benefit payment the Participant elected before the suspension. If the benefit payments had been paid as a Single Life Annuity, the Surviving Spouse or other Beneficiary shall receive a lump-sum payment in the amount of the sum of the benefit payments suspended before the Participant died. If benefit payments had not begun before the suspension of benefits, the Surviving Spouse shall receive benefit payments under the death benefit or the QPSA.

(b) Disability. Disability Benefits shall be suspended:

(i) Employment. If the Employee engages in a regular occupation or employment (except for rehabilitation as determined by the Administrator) for remuneration or profit;

(ii) Recovery. If the Administrator determines on the basis of a medical examination that the Employee has sufficiently recovered to return to regular work; or

(iii) Refuse Examination. If the Employee refuses to undergo a medical examination ordered by the Administrator. The Employee shall not be required to undergo medical examinations more frequently than once during each six-month period or after attaining age 65.

ARTICLE 8

Administration of the Plan

8.1 Duties, Powers, and Responsibilities of the Employer.

(a) Required. The Employer shall be responsible for:

(i) Employer Contributions.

(A) Amount. Determining the amount of Employer Contributions,

(B) Payment. Paying Employer Contributions (including additional contributions if necessary to correct an error); and

(C) Compliance. Determining that the amount and time of Employer Contributions comply with this plan;

(ii) Agent for Service of Process. Serving as the agent for service of process;

(iii) Trustee. Appointing the Trustee;

(iv) Amendment. Amending this plan and trust;

(v) Plan Termination. Revoking this instrument and terminating this plan and trust; and

(vi) Mergers; Spin-Offs. Merging this plan with another qualified retirement plan maintained by the Employer or dividing this plan into multiple plans.

(b) Discretionary. The Employer may exercise the following responsibilities:

(i) Investment Manager. Appointing one or more Investment Managers who shall have the power to acquire, manage, or dispose of any or all trust assets subject to:

(A) Functions. The functions of the Investment Manager shall be limited to those specified services and duties for which the Investment Manager is engaged, and the Investment Manager shall have no other duties, obligations, or responsibilities under this plan or trust;

(B) Qualification. "Investment Manager" means a Person that is a registered investment adviser under the Investment Advisors Act of 1940, a bank (as defined in the Investment Advisors Act of 1940), or an insurance company licensed to manage, acquire, and dispose of assets of qualified retirement plans under the laws of more than one state; and

(C) Acknowledgment. A prospective Investment Manager must acknowledge in writing that it is a fiduciary with respect to this plan and trust;

(ii) Custodian. Appointing one or more agents to act as custodians of trust assets transferred to the custodian;

(iii) Alternate Administrator. Designating a Person other than the Employer as the Administrator; and

(iv) Payment of Administrative Expenses. Paying administrative expenses incurred in the operation, administration, management, and control of this plan or the trust. These expenses shall be the obligation of the trust unless paid by the Employer.

8.2 Employer Action.

An action required to be taken by the Employer shall be taken by its board of directors, by resolution of an authorized committee of the Board of Directors, or by a person authorized to act on behalf of the Employer.

8.3 Plan Administrator.

"Administrator" means the Employer or a Person designated by the Employer. The Administrator is a named fiduciary for operation and management of this plan and shall have the responsibilities conferred by ERISA upon the "Administrator" as defined in ERISA Section 3(16).

8.4 Administrative Committee.

(a) Appointment. The Employer may, but shall not be required to, appoint an administrative committee to perform the duties involved in the daily operation of this plan.

(b) Agent; Powers and Duties. The administrative committee is an agent of the Employer. The administrative committee shall have the powers and duties delegated to it by the Administrator.

(c) Not Fiduciary. Except to the extent the administrative committee is expressly delegated a fiduciary responsibility with respect to this plan, the administrative committee will be responsible to the Employer for its actions and will not be a named fiduciary for operation and management of this plan.

(d) Membership. The number of members of the administrative committee shall be determined by the Employer and shall be not less than three nor more than seven. The Employer shall appoint the members of the administrative committee and may remove or replace them at any time.

(e) Records. The administrative committee shall keep records of its proceedings.

(f) Actions. The administrative committee shall act by a majority of its members then in office. Action may be taken either by a vote at a meeting or in writing without a meeting. Any or all members may participate in a meeting by a conference telephone or similar electronic equipment. Actions of the administrative committee may be evidenced by written instrument executed by the chairman or the secretary of the administrative committee.

(g) Report to Administrator. The administrative committee shall report to the Administrator when requested with respect to the administration, operation, and management of this plan.

(h) Compensation. Any member of the administrative committee who is an Employee shall serve without compensation.

(i) Conflict of Interest. Any member of the administrative committee who is a Participant shall not vote or act on a matter that relates solely to that Participant. If that Participant is the only member of the administrative committee, the necessary action shall be exercised by the Administrator.

8.5 Duties, Powers, and Responsibilities of the Administrator.

Except to the extent properly delegated, the Administrator shall have the following duties, powers, and responsibilities and shall:

(a) Plan Interpretation. Interpret all provisions of this instrument (including resolving an inconsistency or ambiguity or correcting an error or an omission);

(b) Participant Rights. Subject to Section 8.10, determine the rights of Participants and Beneficiaries under the terms of this plan and communicate that information to the Trustee;

(c) Limits; Tests. Be responsible for determining that this plan complies with all limitations and tests (including, without limitation, nondiscrimination tests, coverage tests, and top-heavy tests) under the Code and Regulations and maintain records necessary to demonstrate compliance with such limits and tests;

(d) Benefits and Vesting. Determine which Participants are entitled to additional benefit accruals for a Plan Year, the amount of each eligible Participant's Compensation for the Plan Year, and a Participant's vested percentage;

(e) Errors. Correct an error, including (but not limited to) errors in the calculation of benefits, allocation of investment experience, or in determination of vesting or payment of a Participant's benefits;

(f) Claims and Elections. Establish or approve the manner of making an election, designation, application, claim for benefits, and review of claims;

(g) Benefit Payments. Direct the Trustee as to the recipient, time payments are to be made or to begin, and the elected form of payment;

(h) QDRO Determination. Establish procedures to determine whether or not a domestic relations order is a QDRO, to notify the Participant and any alternate payee of this determination, and to administer benefit payments pursuant to a QDRO;

(i) Administration Information. Obtain to the extent reasonably possible all information necessary for the proper administration of this plan;

(j) Recordkeeping. Establish procedures for and supervise the establishment and maintenance of all records necessary and appropriate for the proper administration of this plan;

(k) Reporting and Disclosure. Prepare and (i) file annual and periodic reports required under ERISA and Regulations; and (ii) distribute disclosure documents including (but not limited to) the summary plan description, an explanation to recipients of payments eligible for rollover treatment, the summary annual report, Form 5500 series, requested and required benefit statements, and notices to Employees of applications for determination;

(l) Penalties; Excise Taxes. Report and pay any penalty tax or excise taxes incurred by this plan or the Employer in connection with this plan on the proper tax form designated by the Internal Revenue Service and within the time limits specified for the tax form;

(m) Advisers. Employ attorneys, "Actuaries" (an individual or firm employed to provide actuarial services for this plan), accountants, clerical employees, agents, or other Persons who are necessary for operation, administration, and management of this plan;

(n) Expenses, Fees, and Charges. Present to the Trustee for payment (if not paid by the Employer) or reimbursement (if advanced by the Employer) all reasonable and necessary expenses, fees and charges, including fees for attorneys, Actuaries, accountants, clerical employees, agents, or other Persons, incurred in connection with the administration, management, or operation of this plan;

(o) Nondiscrimination. Apply all rules, policies, procedures, and other acts without discrimination among Participants;

(p) Bonding. Review compliance with the bonding requirements of ERISA; and

(q) Other Powers and Duties. Exercise all other powers and duties necessary or appropriate under this plan, except those powers and duties allocated to another named fiduciary.

8.6 Delegation of Administrative Duties.

The powers and duties of the Employer and the Administrator set forth in Sections 8.1 and 8.5 may be delegated to another fiduciary.

(a) In Writing. The written delegation shall specify (i) the date of the action and the effective date of the delegation; (ii) the responsibility delegated; (iii) the name, office, or other reference of each fiduciary to whom the responsibility is delegated; and (iv) if a responsibility is delegated to more than one fiduciary, the allocation of the responsibility among the fiduciaries.

(b) Acceptance of Responsibility. The delegation shall be communicated to the fiduciary to whom the responsibility is assigned, and written acceptance of the responsibility shall be made by the fiduciary. A fiduciary shall retain the responsibility until the fiduciary resigns or rejects the responsibility in writing, or the Administrator takes a superseding action.

(c) Conflict. If a fiduciary's powers or actions conflict with those of the Administrator, the powers of and actions of the Administrator will control.

8.7 Interrelationship of Fiduciaries; Discretionary Authority.

A Person may serve in more than one fiduciary capacity with respect to this plan and trust.

(a) Performance of Duties. Each fiduciary shall act in accordance with this plan and trust. Each fiduciary shall be responsible for the proper exercise of its responsibilities.

(b) Reliance on Others. Except as required by ERISA Section 405(b), each fiduciary may rely upon the action of another fiduciary and is not required to inquire into the propriety of any action.

(c) Discretionary Authority of Fiduciaries. Each fiduciary shall have full discretionary authority in the exercise of the powers, duties, and responsibilities allocated or delegated to that fiduciary under this instrument.

8.8 Compensation; Indemnification.

An Employee fiduciary who is compensated on a full-time basis by the Employer shall not receive compensation from this plan, except for reimbursement of expenses, unless permitted under a prohibited transaction exemption issued by the Department of Labor. The Employer shall indemnify and hold harmless each member of the Board of Directors and each Employee to whom fiduciary duties or other responsibilities for the operation and administration of this plan and trust have been assigned or delegated, from any and all claims, losses, damages, expenses, and liabilities arising from any action or failure to act with respect to any matter related to this plan and trust. Indemnification shall not apply if the action or inaction is due to gross negligence or willful misconduct. The Employer may purchase and maintain liability insurance covering itself, any Related Employer, and any other Person against claims, losses, damages, expenses, and liabilities arising from the performance or failure to perform any power, duty, or responsibility with respect to this plan and trust.

8.9 Fiduciary Standards.

Each fiduciary shall act solely in the interest of Participants and Beneficiaries:

(a) Prudence. With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent Person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;

(b) Exclusive Purpose. For the exclusive purpose of providing benefits and paying expenses of administration; and

(c) Prohibited Transaction. To avoid engaging in a prohibited transaction under the Code or ERISA unless an exemption for the transaction is available or obtained.

8.10 Benefit Applications; Appeal Procedures.

(a) Application for Benefits. The Administrator will process an application for benefits by a Participant or Beneficiary and provide written notification of the determination to the Participant or Beneficiary not later than 90 days after receipt of the application unless the Administrator determines that special circumstances require an extension of time for processing the application.

(b) Notification of Adverse Determination for Application. Notification of an adverse determination shall be written in a manner that can be understood by the Participant or Beneficiary and shall include: (i) the specific reasons for the denial; (ii) specific reference to pertinent plan provisions on which the denial is based; (iii) a statement outlining additional material or information necessary to enable approval of the claim and the reasons why such material is necessary; and (iv) an explanation of the appeal procedures, including a statement of the Participant's or Beneficiary's right to initiate a lawsuit under ERISA Section 502(a) in the event of a denial on appeal.

(c) Appeal. Any Participant or Beneficiary asserting entitlement to a benefit different from the benefit approved by the Administrator in response to the application for payment, or who has received an adverse determination from the Administrator, whether relating to the amount, form of payment or time of payment, may, within 60 days after notice of the determination, file a written appeal for a full and fair review by the Administrator.

(d) Final Decision. The Administrator shall render a final determination and provide written notification to the Participant or Beneficiary within 60 days after receipt of the appeal, unless the Administrator determines that circumstances require an extension of time for processing the appeal.

(e) Notification of Adverse Determination on Appeal. Notification of an adverse determination on appeal shall be written in a manner that can be understood by the Participant or Beneficiary and shall include: (i) the specific reasons for the denial; (ii) specific reference to pertinent plan provisions on which the denial is based; (iii) a statement of the Participant's or Beneficiary's right to reasonable access to, and copies of, all documents, records and information relevant to the claim at no cost; and (iv) an explanation of the additional appeal procedures, if any are available, including a statement of the Participant's or Beneficiary's right to initiate a lawsuit under ERISA Section 502(a).

(f) Disability Claims. For the application and any appeal involving a claim for benefit payments due to Disability, the alternative and additional requirements and the shorter response times specified in Regulations Section 2560.503-1 shall apply.

(g) Extensions. If the response time in (a) or (d) is extended, written notice of the extension must be provided within the original response period and the extension cannot be longer than the original response period – i.e., 90 or 60 days. Notice of the extension must specify the circumstances requiring the extension and the date by which the Administrator expects to complete the determination.

Except as provided in (f), the initial and extended response times in (d) are automatically extended, to the extent permitted under Regulations Section 2560.503-1(i), if appeals are processed by a committee or board that holds regular meetings at least quarterly.

(h) Full and Fair Review. A full and fair review provides the Participant or Beneficiary with (i) reasonable access to, and copies of, all documents, records, and information relevant to the claim at no cost, (ii) the opportunity to submit written comments, documents or information relating to the claim, and (iii) the right to have such comments, documents or information taken into account, even if not submitted or considered in the preceding determination.

(i) Authorized Representative; Hearings. A Participant or Beneficiary may designate an authorized representative to act on behalf of, or with, the Participant or Beneficiary at all stages of an appeal. There shall be no right to a hearing or other presentation before the Administrator or its committee. The Administrator or its committee may, in its sole discretion, require a hearing or other presentation if deemed necessary for full and fair review and adjudication of the claim.

8.11 Participant's Responsibilities.

All requests for action of any kind by a Participant or Beneficiary under this plan shall be in writing, executed by the Participant or Beneficiary, sent to the Plan Administrator by registered mail, and shall be subject to any other plan rules applicable to any specific type of request.

8.12 Electronic Administration.

Notwithstanding the requirement set forth in this plan that certain transactions, notices, elections, consents and disclosures be evidenced in the form of written documentation, documentation for such transactions, notices, elections, consents or disclosures may be provided or obtained through electronic media to the extent consistent with Regulations and other guidance.

ARTICLE 9

Investment of Funds

9.1 Investment Responsibility.

Except to the extent investment responsibility is granted to an Investment Manager, the Trustee shall have sole and complete authority and responsibility for the investment, management, and control of trust assets.

9.2 Authorized Investments.

The trust may be invested and reinvested in common or preferred stocks, bonds, mortgages, leases, notes, debentures, mutual funds, guaranteed investment contracts and other contracts and funds of insurance companies, other securities, and other real or personal property including, without limitation, the investments described in (a) below.

(a) Specific Investments.

(i) Interest-Bearing Deposits. The trust may be invested in deposits, certificates, or share accounts of a bank, savings and loan association, credit union, or similar financial institution, including a fiduciary, if the deposits bear a reasonable rate of interest, whether or not the deposits or certificates are insured or guaranteed by an agency of the United States Government.

(ii) Pooled Investment Funds. The trust may be invested through ownership of assets or shares in a common trust fund, pooled investment fund, mutual fund, or other commingled investment, including any pooled or common fund or mutual fund maintained, sponsored, or provided investment management services by, or otherwise associated with, the Trustee, custodian, or other fiduciary, or affiliate of the Trustee or custodian, that allows participation or investment by a trust fund established under a qualified retirement plan. For this purpose, the terms and provisions of the declaration of trust or other governing documents through which the common trust fund, pooled investment fund or mutual fund is maintained are incorporated in, and made applicable to, this plan.

(iii) Qualifying Employer Securities. The trust may be invested in Qualifying Employer Securities in an amount which, together with all other qualifying employer securities held by the trust on the date of the investment, does not exceed 10% of the fair market value of the trust. Fair market value shall be determined as of the most recent Valuation Date coinciding with or preceding the date of investment.

"Qualifying Employer Security" means stock of the Employer or a marketable obligation of the Employer, as defined in ERISA Section 407.

(b) Right of Trustee To Hold Cash. The Trustee may hold a reasonable portion of the trust in cash pending investment or payment of expenses and benefits.

9.3 Commingled Investment.

The trust and separate accounts may be commingled for investment without distinction between principal and income.

ARTICLE 10

Administration of the Trust

10.1 Duties and Powers of the Trustee.

(a) Duties of the Trustee. The Trustee shall be a named fiduciary having the following duties:

(i) Control, Manage, and Invest Assets. To control, manage, and invest trust assets;

(ii) Administrator's Instructions. To carry out the instructions of the Administrator; and

(iii) Records; Reports. To maintain records and to prepare and file reports required by law or Regulations, other than those for which the Administrator is responsible under the terms of this plan.

(b) Powers of the Trustee. The Trustee shall have the following powers:

(i) Control Property. To hold, manage, improve, repair, and control all property, real or personal, forming part of the trust;

(ii) Asset Investment. To invest trust assets subject to the limitations in this plan;

(iii) Disposition of Asset. To sell, convey, transfer, exchange, partition, lease for any term (even extending beyond the duration of the trust), or otherwise dispose of a trust asset from time to time, in the manner, for the consideration, and upon the terms and conditions that the Trustee, in its discretion, determines;

(iv) Agents, Advisers, and Counsel. To employ and to compensate from the trust agents, advisers, and legal counsel reasonably necessary in managing the trust and advising the Trustee as to its powers, duties, and liabilities;

(v) Claims. To prosecute, defend, settle, arbitrate, compromise, or abandon all claims and demands in favor of or against the trust, with or without the assistance of legal counsel;

(vi) Vote Securities. To vote a corporation's stock or other securities, either in person or by proxy, for any purpose;

(vii) Exercise Trust Rights. To exercise, refrain from the exercise of, or convey a conversion privilege or subscription right applicable to a trust asset;

(viii) Collection. To demand, collect, and receive the principal, dividends, interest, income, and all other moneys or other property due upon trust assets;

(ix) Change of Structure. To consent to, oppose, or take another action in connection with a bankruptcy, composition, arrangement, reorganization, consolidation, merger, liquidation, readjustment of the financial structure, or sale of assets of a corporation or other organization, the securities of which may constitute a portion of the trust;

(x) Issue, Hold, or Register Securities. To cause securities or other property forming part of the trust to be issued, held, or registered in the individual name of the Trustee or its nominee; provided, however, any securities held in a nominee or street name must be held on behalf of the plan by (a) a bank or trust company that is subject to supervision by the US or a state, or a nominee of such bank or trust company; (b) a broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or dealer; or (c) a clearing agency as defined in Section 3(a)(23) of the Securities Exchange Act, or its nominee;

(xi) Borrowing. To borrow money for the benefit of the trust without binding itself individually, and to secure the loan by pledge, mortgage, or creation of another security interest in the property;

(xii) Benefit Payments. To make benefit payments from the trust as directed by the Administrator;

(xiii) Expenses. Unless paid by the Employer, to pay from the trust all reasonable fees, taxes, commissions, charges, premiums and other expenses, including expenses described in Section 8.5(n) and reasonable fees of the Trustee and any other custodian or Investment Manager, incurred in connection with the administration of this plan or trust;

(xiv) Insure Assets. To insure trust assets through a policy or contract of insurance;

(xv) Incorporate. To incorporate (or participate in an incorporation) under the laws of any state for the purpose of acquiring and holding title to any property that is part of the trust;

(xvi) Depository. To keep any part of the trust on deposit with a custodian in the United States; and

(xvii) Other Acts. To perform all other acts the Trustee deems necessary, suitable, or desirable for the control and management of the trust and discharge of its duties.

(c) Limitation on Duties and Powers of the Trustee. Unless properly delegated and assumed by agreement of the Trustee, the Trustee shall not be required to exercise a duty or power of the Employer, Administrator, or any other fiduciary under this instrument.

If an Investment Manager is appointed to manage and invest some or all of the trust assets, the Investment Manager shall have, and the Trustee shall not have, the specified duties and powers with respect to investment of trust assets subject to the Investment Manager's control. The Trustee shall have no obligation or power to exercise discretionary authority or control with respect to investment of the assets subject to management by the Investment Manager or to render advice regarding the investment of such assets, unless required by ERISA Section 405. The Trustee shall not be liable for the investment performance of the assets subject to management by the Investment Manager. The powers and duties of the Trustee with respect to such assets shall be limited to the following:

(i) Custody and Protection. To act as custodian of the trust assets not transferred to the custody of the Investment Manager or another custodian, and to protect the assets in its custody from loss by theft, fire, or other cause;

(ii) Acquisitions. To acquire additional assets for the trust in accordance with the direction of the Investment Manager;

(iii) Dispositions. To sell or otherwise dispose of trust assets in accordance with the direction of the Investment Manager;

(iv) Accountings. To account for and render accountings with respect to the trust (except for assets held by another custodian);

(v) Authorized Actions. To take authorized actions for and on behalf of the trust in accordance with the direction of the Investment Manager; and

(vi) Ministerial and Custodial Tasks. To perform other ministerial and custodial tasks in accordance with the direction of the Investment Manager.

If trust assets are transferred to another custodian, that custodian shall have, and the Trustee shall not have, the foregoing duties and powers with respect to those assets.

10.2 Accounting.

The Trustee shall maintain accurate and detailed records of all investments, receipts, disbursements, and other transactions for the trust. The records shall be available for inspection at all reasonable times by Persons designated by the Administrator.

(a) Report. As soon as administratively feasible after the last day of each Plan Year and each other date agreed to by the Administrator and the Trustee, the Trustee shall prepare and furnish to the Administrator a statement of account containing the information required by ERISA Section 103(b)(3).

(b) Judicial Settlement. A dispute concerning the Trustee's records or statement of account may be settled by a suit for an accounting brought by a Person having an interest in the trust.

The accounting and reporting responsibilities shall not apply with respect to assets held by another custodian except to the extent assumed by the Trustee at the direction of the Administrator.

10.3 Appointment, Resignation, and Removal of Trustee.

The Trustee shall be at least one individual or eligible corporation with trust powers appointed in writing by the Employer and authorized to act as Trustee by ERISA and the Code.

(a) Resignation. The Trustee may resign with at least 60 days' written notice to the Employer, effective as of the date specified in the notice.

(b) Removal. The Employer may remove the Trustee with at least 60 days' written notice to the Trustee, effective as of the date specified in the notice.

(c) Successor Trustee. At least 10 days before the effective date of the resignation or removal, the Employer shall appoint a successor Trustee by written instrument delivered to the Trustee with the acceptance of the successor Trustee endorsed on the instrument.

(d) Effective Date of Resignation or Removal. The resignation or removal of the Trustee shall not be effective before the appointment is made and accepted by the successor Trustee. The parties, by agreement, may waive the time requirements.

(e) Procedure Upon Transfer. Upon the resignation or removal of the Trustee, the Trustee shall pay from the trust all accrued fees and expenses of the trust, including its own fees, and, as of the effective date of its resignation or removal, shall deliver a statement of account to the Administrator and the successor Trustee.

(f) Earlier Transfer. In order to facilitate the prompt transfer of fiduciary responsibility and trust assets to the successor Trustee, the Administrator and the Trustee may agree upon a procedure by which the Trustee shall deliver all trust assets (less a reasonable reserve for fees and expenses) to the successor Trustee as soon as administratively feasible after receipt of notice of appointment of the successor Trustee and acceptance of trust by the successor Trustee. The Administrator and the Trustee may agree to the transfer of trust assets to the successor Trustee pending preparation and approval of the final trust accountings.

(g) Final Transfer. As soon as administratively feasible, the Trustee shall deliver the remaining trust assets to the successor Trustee, together with records maintained by the Trustee.

(h) In Kind Transfer. The Trustee shall consult with the Administrator concerning the liquidation of trust assets to be transferred for the purpose of determining the feasibility of the transfer of certain trust assets in kind before implementing the liquidation.

(i) Limitation on Liability of Successor. The successor Trustee shall not be liable for the acts or omissions of any prior Trustee.

10.4 Trustee Action.

Actions by a corporate Trustee shall be either by a resolution of its board of directors or by a written instrument executed by one of its authorized officers. Actions taken by any other Trustee shall be by a written instrument executed by the Trustee.

10.5 Exculpation of Nonfiduciary.

A transfer agent, brokerage, clearing house, insurance company, or any other Person that is not a fiduciary with respect to this plan and who has paid money or delivered property to the Trustee shall not be responsible for its application or for determining the propriety of the actions of the Trustee concerning the money or other property.

ARTICLE 11

Amendment, Mergers, Successor Employer

11.1 Amendment.

The Employer may amend this plan and trust. An amendment may be retroactive or prospective, in the sole discretion of the Employer, except where prohibited by ERISA or the Code.

(a) Prohibitions. An amendment may be made without the consent of any other Person, except that an amendment shall not:

(i) Exclude Participant. Exclude an Employee who previously became a Participant;

(ii) Decrease Benefit. Decrease a Participant's Vested Accrued Benefit, determined as of the later of the date the amendment is adopted or becomes effective, except as permitted by ERISA Section 302(c)(8) and Code Section 412(c)(8) (for Plan Years beginning on or before December 31, 2007), and Code Section 412(d)(2) (for Plan Years beginning after December 31, 2007);

(iii) Reduce Vested Percentage. Reduce a Participant's vested percentage as of the later of the adoption of the amendment or the effective date of the amendment;

(iv) Vesting Schedule. Modify the vesting schedule for a Participant who was a Participant on the later of the effective date or the date of adoption of the amendment, except to increase the Participant's vested percentage (for each Year of Vesting Service);

(v) Elimination of Protected Benefits. Eliminate any early retirement benefits and retirement-type subsidy under Code Section 411(d)(6)(B)(i) or any optional forms of distribution with respect to benefits attributable to service earned before the amendment, except as may be permitted under Code Sections 401(a)(4) and 411; and

(vi) Alter Duties. Alter the duties, responsibilities, or liabilities of the Trustee or the Committee without the consent of the affected party; and

(vii) Special Restrictions. Violate the special restrictions of Section 12.7.

(b) Notice. An amendment which provides for a significant reduction in future benefit accruals shall require at least 15 days prior notice to affected Participants and alternate payees under a QDRO before becoming effective.

11.2 Amendment by WN&J.

(a) Authorized Amendments. Warner Norcross & Judd LLP ("WN&J") adopted an amendment on June 30, 2006, which permits WN&J to amend this plan on behalf of the Employer for changes in the Code, Regulations, revenue rulings, other statements published by the Internal Revenue Service (including model, sample, or other required good faith amendments, but only if their adoption will not cause the plan to be individually designed), and for corrections of prior approved plans.

(b) Termination of Authority. WN&J will no longer have the authority to amend the plan on behalf of the Employer as of:

(i) Form 5300. The date the Internal Revenue Service requires the Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Employer to incorporate a type of plan not allowable in the volume submitter program (as described in Revenue Procedure 2005-16); or

(ii) Individually Designed. The date the plan is otherwise considered an individually designed plan due to the nature and extent of amendments by the Employer.

(c) Authority Conditioned on Favorable Determination Letter. If the Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter for the volume submitter plan, WN&J's authority to amend this plan on behalf of the Employer is conditioned on the receipt of a favorable determination letter.

11.3 Merger of Plans.

This plan may be merged or consolidated, or its assets and liabilities may be transferred, in whole or in part, to another qualified retirement plan if:

(a) Preservation of Accrued Benefits. Each Participant's Accrued Benefit would be equal to or greater than the Participant's Accrued Benefit as of the date immediately before the merger, consolidation, or transfer, assuming that this plan had terminated at that time.

(b) Actuarial Statement. If required, at least 30 days before the merger, consolidation, or transfer, the Administrator shall file an actuarial statement of valuation, in accordance with Code Section 6058, that the requirements of (a) will be met upon consummation of the merger, consolidation, or transfer.

(c) Authorization. The Employer and any new or successor employer shall authorize the merger, consolidation, or transfer.

11.4 Successor Employer.

If an Employer is dissolved, merged, consolidated, restructured, or reorganized, or if the assets of the Employer are transferred, this plan and trust may be continued by the successor, and in that event, the successor will be substituted for the Employer.

ARTICLE 12

Termination

12.1 Right to Terminate.

(a) Employer. The Employer reserves the right to revoke this instrument and terminate this plan and trust. The right to terminate is subject to, and conditioned upon, proper and timely notice to the Participants before the effective date of plan termination, including, if applicable, advance notice of the effective date of an amendment which ceases the accrual of benefits under this plan.

(b) Pension Benefit Guaranty Corporation. Unless this plan meets the exception described in ERISA Section 4021(b)(13), termination of this plan is also subject to the requirements of the Pension Benefit Guaranty Corporation ("PBGC"). These requirements include:

(i) Intent to Terminate. A notice of the intention to terminate this plan to the affected parties at least 60 days and not more than 90 days before the proposed termination date;

(ii) PBGC Certification. An actuarial certification to the PBGC stating the projected amount of plan assets, the Actuarially Equivalent present value of Benefit Commitments, and either that this plan is projected to be sufficient for all Benefit Commitments or that this plan meets the criteria for a distress termination together with a certification by the Administrator of the accuracy of the information underlying the actuarial certification; and

(iii) Benefit Commitments. As soon as possible after issuance of the notice of intent to terminate, a notice to each Participant and Beneficiary of the amount of Benefit Commitments or benefits payable, the amount and availability of alternative benefits or forms of payment, and the specific personal data (retirement age, spouse's age, and service) used to calculate the benefit. "Benefit Commitments" consist of all amounts set forth in subparagraphs (i)-(v) of Section 12.3(c).

12.2 Automatic Termination.

This plan shall automatically terminate, or partially terminate when applicable, and contributions to the trust shall cease upon the Employer's legal dissolution or when required by ERISA or the Code.

12.3 Termination or Partial Termination of Plan.

(a) Termination. Upon plan termination, the trust assets shall be liquidated over a reasonable period determined by the Trustee after consultation with the Administrator and, if covered by ERISA Section 4021(a), upon expiration of the statutory 60-day period after filing of the PBGC certification or extension of that period (for a standard termination), or upon the consent and approval of the PBGC (for a distress termination). The net assets (after provision is made for administrative expenses and expenses of liquidation) shall be applied and paid as provided in this section.

(b) Partial Termination. If there is a partial termination of this plan, trust assets representing the interests of affected Participants shall be segregated by the Trustee. The proportionate interest of the affected Participants shall be determined by the Actuary on the basis of the funding method used by this plan, the assumptions used by the Actuary in making actuarial valuations of this plan, and other factors as the Actuary deems appropriate and equitable.

(c) Priorities. Assets remaining after reserving sufficient assets to pay the expenses of administration and termination shall be applied as required under ERISA Section 4044 in the following order of priority:

(i) After-Tax Employee Contribution Benefits. First, to the portion of Participant's Accrued Benefits derived from the Participant's after-tax employee contributions.

(ii) Mandatory Contribution Benefits. Second, to the portion of Participant's Accrued Benefits derived from Participants' mandatory contributions. The amount of mandatory contributions shall be reduced by amounts paid to the Participant before the termination of this plan.

(iii) Benefits Payable. Third, to benefits payable to a Participant or Beneficiary who at the date which is three years before termination either had begun to receive benefit payments or would have begun receiving benefit payments had the Participant elected to retire and begin receiving benefits as of that date.

(A) Benefit. For this purpose, the benefit shall be the smaller of the benefit that was being received or the benefit that would have been received had the Participant retired based on the least benefit in effect during the five-year period ending at termination.

(B) Benefit Decrease. If benefits under this plan had been reduced during the three-year period ending at termination by amendment or due to the form of payment, the lowest payment received during that period shall be considered as the benefit that was being received three years before termination.

(iv) Benefits Guaranteed. Fourth, to benefits to a Participant (or Beneficiary) if, on the effective date of plan termination, the Participant's employment had terminated with a pension payable or the Participant would have had a pension payable had the Participant's employment terminated other than by death on that date.

(A) Benefit. The benefit shall be the benefit not covered in the previous priority category which was provided by this plan at the date five years prior to the effective date of plan termination and a prorated portion of any benefit increase from that period to the effective date of termination. The prorated portion of a benefit increase shall be determined by multiplying the amount of the increase by 20% for each Plan Year that the increase was in effect.

(B) Limitation. A benefit payable under this subsection shall not be greater than the actuarial value of a monthly single life annuity benefit of $750 beginning at age 65. The amount shall be increased by cost of living and other adjustments after 1974.

(v) Other Vested Benefits. Fifth, to benefits to a Participant (or Beneficiary) if, on the effective date of plan termination, the Participant's employment had terminated with a benefit payable or the Participant would have had a benefit payable had such Participant's employment terminated other than by death on that date. The benefit shall be the benefit provided by this plan as in effect on the date of termination.

(vi) Other Nonvested Benefits. Sixth, to benefits to a nonvested Participant whose employment had not terminated as of the effective date of plan termination. The benefit shall be the Actuarially Equivalent present value of the Participant's Accrued Benefit determined without regard to the vesting schedule under this plan.

(d) Rules For Application. The liability established by each priority shall be fully satisfied before provision for payment may be made under the next priority.

(i) Distress Termination. If the assets of the trust fund are insufficient to satisfy the benefits payable under priorities (c)(i) through (v), this plan shall be subject to the distress termination provisions of ERISA.

(ii) Insufficiency Within Priority. If the assets of the trust are insufficient within a priority to provide full benefits for all persons included within priorities (c)(i), (ii), (iii), (iv), and (vi), the benefits shall be proportionately reduced based upon the present value of the full benefit payable. If the insufficiency occurs in priority (c)(v), benefits in effect for the entire five-year period shall first be satisfied. Then benefit increases shall be satisfied in the chronological order of their effective dates.

12.4 Effect of Termination or Partial Termination.

(a) Nonforfeitability. Upon termination or partial termination of this plan, the rights of all affected Participants to Accrued Benefits as of the date of termination shall be nonforfeitable, except to the extent that they are subject to limitations with respect to maximum benefits.

(b) Distribution. Upon satisfaction of the procedural termination (or partial termination) requirements, the Administrator shall direct payment of benefits under the payment provisions of this plan, providing the benefits, where appropriate or required, through the purchase of annuity contracts.

(c) Recourse Only Against Trust Assets. Except as required under ERISA, Participants shall not have recourse for the payment of Accrued Benefits as of the date of plan termination other than against the trust assets and the Employer shall have no further liability for contributions to this plan or for payment of benefits for affected Participants upon plan termination.

12.5 Reversion of Assets.

The Employer shall not receive an amount from the trust due to plan termination, except that, the Employer shall receive all amounts, if any, remaining after payment of the present value of (or application to purchase annuities to pay) the Benefit Commitments under this plan to Participants and Beneficiaries. Any excess remaining after payment or application of these amounts shall be considered to result from a variation between actual experience and expected actuarial experience.

12.6 Highest Paid Restriction.

(a) Restrictions on Termination. If this plan terminates, the benefit of any present or former Highly Compensated Employee shall be limited to a benefit that is nondiscriminatory under Code Section 401(a)(4).

(b) Restrictions on Distributions. The benefits payable to any of the 25 present and former Highly Compensated Employees paid the most compensation in the current or any prior Plan Year shall be restricted to annual payments no greater than (1) the annual payment that would be made to or with respect to the Participant under a life annuity that is Actuarially Equivalent to the sum of the Participant's Vested Accrued Benefit and the Participant's other benefits under this plan (other than a social security supplement) plus (2) the amount the Participant is entitled to receive under a social security supplement.

(i) Exceptions. The restriction shall not apply if: after payment of the benefit the value of the plan assets equals or exceeds 110% of the value of current liabilities as defined in Code Section 412(l)(7); the value of the benefits for the Participant is less than 1% of the value of current liabilities before distribution; the value of the benefit payable does not exceed the amount described in Code Section 411(a)(11)(A); or the plan terminates and the benefit is nondiscriminatory under Code Section 401(a)(4).

(ii) Benefit. For purposes of the restriction, the Participant's benefit includes loans in excess of the amount set forth in Code Section 72(p)(2)(A), any periodic income, any withdrawal values paid to a Participant, and any death benefits not provided for by insurance on the Participant's life.

(c) Payment of Restricted Benefit in Full. A Participant's otherwise restricted benefit may be paid in full if the Participant enters into a written agreement with the Administrator to secure repayment of the restricted amount. The restricted amount is the excess of the amount paid to the Participant (accumulated with reasonable interest) over the amount that could have been paid under the restriction (accumulated with reasonable interest). The Participant may secure repayment of the restricted amount by one of the following methods.

(i) Deposit in Escrow. The Participant may deposit in escrow, with an acceptable depository, property having a fair market value equal to at least 125% of the restricted amount. The escrow arrangement may permit the Participant to withdraw amounts in excess of 125% of the restricted amount. If the market value of the property falls below 110% of the remaining restricted amount, the Participant must deposit additional property to bring the value of the property held by the depository up to 125% of the restricted amount. The escrow arrangement may provide that the Participant may have the right to receive any income from the property placed in escrow, subject to the Participant's obligation to deposit additional property.

(ii) Letter of Credit. The Participant may provide a bank letter of credit in an amount equal to at least 100% of the restricted amount.

(iii) Bond. The Participant may post a bond equal to at least 100% of the restricted amount. If a bond is posted, the bond must be furnished by an insurance company, bonding company or other surety for federal bonds.

A surety or bank may release any liability on a bond or letter of credit in excess of 100% of the restricted amount. If the Administrator certifies to the depository, surety, or bank that the Participant (or the Participant's estate) is no longer obligated to repay any restricted amount, a depository may redeliver any property held under the escrow arrangement, and a surety or bank may release any liability on the Participant's bond or letter of credit. The Administrator shall make such a certification only upon an occurrence described in (b)(i) above.

(d) Payments Prior to January 1, 1994. Payments that were made or began before January 1, 1994, and that were restricted under Regulations Section 1.401-4(c) will not continue to be restricted unless the payments also would be subject to restriction under the rules of this section. Any payment that remains restricted will be restricted in accordance with Regulations Section 1.401-4(c), but the Participant may receive payment of an amount in escrow or release of any bond or letter of credit if the amount could be released under either Regulations Section 1.401-4(c) or 1.401(a)(4)-5(b).

12.7 Special Restriction.

If the Plan is terminated or merged during the period from a Restricted Date to the following Unrestricted Date ("a Restricted Period"), the provisions of this section shall govern any termination, partial termination or merger or consolidation of the Plan.

(a) Restricted Date. "Restricted Date" means the first date on which the Employer enters into an agreement which could constitute a Change in Control; a person (including the Employer) publicly announces an intention to take or consider taking actions which would, if consummated, constitute a Change in Control; a Person (other than the Trustee or a fiduciary holding Employer securities under an employee benefit plan or any entity owned directly or indirectly by shareholders of the Employer in substantially the same proportions as their ownership of the Employer) increases beneficial ownership of the combined voting power of the Employer's then outstanding securities by 5% or more over the percentage owned on May 19, 1987, and after the increase the Person holds as beneficial owner, directly or indirectly, 9.5% or more of securities of the Employer; or the Board of Directors of the Employer adopts a resolution to the effect that a Potential Change in Control has occurred for purposes of this Agreement.

(b) Change in Control. "Change in Control" means:

(i) the acquisition of 20% or more of either (1) the then outstanding shares of common stock of the employer or (2) the combined voting power entitled to vote for the Board of Directors of the Employer, excluding: (A) an acquisition by the Employer, (B) an acquisition by an employee benefit plan (or related trust) of the Employer, (C) an acquisition where, afterwards the ownership is substantially the same (in accordance with (1), (2), and (3) of subsection (iii) of this Section), or (D) an acquisition by an executive or group of executives of the Employer;

(ii) a change in majority of the incumbent Board of Directors of the Employer as of May 9, 1987, except that a board member approved by a three-quarters vote of the directors shall be defined as an incumbent and a board member elected out of a proxy contest is deemed not to be an incumbent;

(iii) approval by the stockholders of the Employer of a reorganization, merger, consolidation plan of complete liquidation or distribution or sale of substantially all of the Employer's assets unless the ownership afterwards is substantially the same including, (1) more than 50% of common stock and voting power is the same and in roughly the same proportion, (2) no Person except the Employer, an Employer employee benefit plan (or related trust) or stockholder who held 20% before such transaction, owns 20% of the common stock or voting power of the new company, and (3) at least a majority of the new board members were members of the incumbent board.

(c) Unrestricted Date. "Unrestricted Date" means the last day of the two-year period following the Restricted Date.

(d) Termination/Partial Termination. Upon termination (or partial termination) during a Restricted Period, if assets remain in the Trust which could otherwise be reverted to the Employer, the assets shall instead be applied:

(i) Retiree Benefits. First, to the purchase of retiree medical and life insurance to Participants and their beneficiaries in full (or partial prorata) satisfaction of the Employers' obligation then existing obligation; and

(ii) Benefit Increase. To increase benefits on a prorata basis to Participants and beneficiaries to the maximum extent permissible under the Plan.

(e) Merger Consolidation. If the Plan is merged or consolidated with another plan or a transfer of plan assets and liabilities is effected during a Restricted Period:

(i) Full Vesting. The Accrued Benefit of each Participant whose benefit may be affected and is in Covered Employment on the proposed effective date of the merger, consolidation or transfer shall be fully vested.

(ii) Benefit Increase. The vested accrued benefit of each Participant or beneficiary shall be increased under subsection (d) above (including retiree benefits) as though the Plan had terminated immediately prior to the effective date of the merger, consolidation or transfer shall be fully vested.

(iii) Payment/Purchase. The increased fully-vested benefit provided by this Section shall be satisfied before the consummation of the merger, consolidation or transfer by, at the Participant or beneficiary's election: a lump sum payment of the present value of the benefits calculated on a termination basis or by the purchase of an annuity contract which represents an irrevocable commitment to satisfy the increased, fully-vested benefit and satisfies applicable provisions of law regarding selection of an annuity provider.

(f) Amendment. During a Restricted Period, the Plan my not be amended to:

(i) Adversely Impact. Adversely affect the computation or amount of or entitlement to benefits under this Section including any adverse change in or to: the rate at which benefit accrue or vest; the determination of compensation; optimal forms of payment; the time of commencement of benefits; or actuarial factors utilized to compute benefits.

(ii) Modify Section 12.7. Modify this Section 12.7 without the consent of a majority of the Participants in Covered Employment immediately prior to the Restricted Date in both number and interest (calculated based upon the present value of the benefits provided by this Section).

ARTICLE 13

General Provisions

13.1 Spendthrift Provision.

An interest in the trust shall not be subject to assignment, conveyance, transfer, anticipation, pledge, alienation, sale, encumbrance, or charge, whether voluntary or involuntary, by a Participant or Beneficiary except under a QDRO or as permitted in subsection (a) or (b).

(a) Not Security. An interest shall not provide collateral or security for a debt of a Participant or Beneficiary or be subject to garnishment, execution, assignment, levy, or to another form of judicial or administrative process or to the claim of a creditor of a Participant or Beneficiary, through legal process or otherwise, except for a claim under a voluntary revocable assignment permitted by Regulation Section 1.401(a)-13.

(b) Crimes and ERISA Violations. A Participant's interest in the trust may be offset to pay an amount that the Participant is required to pay to the plan for certain crimes and ERISA violations in accordance with the following rules:

(i) Express Provision. An offset may be made if it is expressly provided for by:

(A) Judgment of Conviction. A judgment of conviction for a crime involving this plan;

(B) Civil Judgment. A civil judgment (including a consent order or decree) entered by a court in an action brought in connection with a violation (or alleged violation) of the fiduciary responsibility provisions under ERISA; or

(C) IRS/PBGC Settlement. A settlement agreement between the Participant and the Internal Revenue Service or Pension Benefit Guaranty Corporation in connection with a violation (or alleged violation) of the fiduciary responsibility provisions under ERISA by a fiduciary or any other person.

(ii) Spousal Consent. A Participant's interest in the trust shall not be offset if the Participant has a Spouse on the date of the offset unless the QJSA and QPSA have been waived or the Spouse consents in writing to the offset. The consent must be witnessed by an individual named by the Administrator or by a notary public. If the Spouse cannot be located or if other circumstances set forth in Regulations issued under Code Section 417 exist, the consent is not required.

(iii) Waiver of Consent Requirement. The consent of the Spouse is not required if the judgment or settlement agreement in (i) above:

(A) Payment Ordered. Orders or requires the Spouse to pay an amount to this plan in connection with a violation of the fiduciary responsibility provisions under ERISA; or

(B) Rights Retained. Retains the Spouse's right to the QJSA or QPSA determined in accordance with Code Section 401(a)(13)(D).

(c) Attempts Void. Any other attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, or otherwise dispose of benefits payable, before actual receipt of the benefits, or a right to receive benefits, shall be void. The trust shall not be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of a Person entitled to benefits. The benefits and trust assets under this plan shall not be considered an asset of a Participant or Beneficiary in the event of insolvency or bankruptcy.

13.2 Effect Upon Employment Relationship.

The adoption of this plan shall not create a contract of employment between the Employer and an Employee, confer upon an Employee a legal right to continuation of employment, limit or qualify the right of the Employer to discharge or retire an Employee, or affect the right of an Employee to remain in service after the Normal Retirement Date.

13.3 No Interest in Employer Assets.

Nothing in this plan and trust shall be construed to give an Employee, Participant, or Beneficiary an interest in the assets or the business affairs of the Employer or the right to examine the books and records of the Employer. A Participant's rights are solely those granted by this instrument.

13.4 Construction.

The singular includes the plural, and the plural includes the singular, unless the context clearly indicates the contrary. Capitalized terms have the meaning specified in this plan. If a term is not defined, the term shall have the general, accepted meaning of the term.

Any period of time described in this plan shall consist of consecutive days, months, or years, as appropriate.

13.5 Severability.

If any provision of this plan is invalid, unenforceable, or disqualified under the Code, ERISA, or Regulations, for any period of time, the affected provision shall be ineffective, but the remaining provisions shall be unaffected.

13.6 Governing Law.

This plan and trust shall be interpreted, administered, and managed in compliance with the Code, ERISA, and Regulations. To the extent not preempted by federal law, this plan and trust shall be interpreted, administered, and managed in compliance with the laws of the State of Michigan.

13.7 Nondiversion.

Except for reversion of assets permitted upon plan termination, all of the trust assets shall be retained for the exclusive benefit of Participants and their Beneficiaries, shall be used to pay benefits to such Persons and to pay administrative expenses to the extent not paid by the Employer and shall not revert to or inure to the benefit of the Employer.

13.8 Limitations for Underfunded Plans.

This section generally states the requirements of Code Section 436 and the Regulations and shall take precedence over any other provision of this plan. The applicability of Code Section 436 and its limitations shall be determined in accordance with the provisions of Regulations Section 1.436-1, including, but not limited to, the application of Code Section 436 to the plan as determined under Regulations Section 1.436-1(a) and the methods for avoiding the benefit limitations of Code Section 436 specified in Regulations Section 1.436-1(f).

(a) Limitation on Benefit Accruals. If the AFTAP for a Plan Year is less than 60%, benefit accruals under this plan will cease as of the Applicable Measurement Date in accordance with Regulations Section 1.436-1(e). If benefit accruals must cease under this provision, the plan may not be amended in a manner that would increase the liabilities of the plan by reason of an increase in benefits or establishment of new benefits, regardless of whether such amendment would otherwise be permitted under Code Section 436(c)(3).

(b) Limitation on Benefit Payments. Benefit payments to a Participant or Beneficiary will be limited as specified below.

(i) AFTAP Less Than 60%. If the AFTAP for a Plan Year is less than 60%, a Participant or Beneficiary may not elect an optional form of benefit payment that includes a Prohibited Payment, and the plan will not pay any Prohibited Payment, with an Annuity Starting Date that is on or after the Applicable Measurement Date.

(ii) Bankruptcy. A Participant or Beneficiary may not elect an optional form of benefit payment that includes a Prohibited Payment, and the plan will not pay any Prohibited Payment, with an Annuity Starting Date that occurs during any period in which the Employer is a debtor in a case under Title 11 of the United States Code or similar federal or state law. The preceding sentence shall not apply to payments made within a Plan Year with an Annuity Starting Date that occurs on or after the date on which the Actuary certifies that the AFTAP for that Plan Year is not less than 100%.

(iii) AFTAP Between 60% and 80%. If the AFTAP for a Plan Year is 60% or more but less than 80%, a Participant or Beneficiary may not elect an optional form of benefit that includes a Prohibited Payment, and the plan will not pay any Prohibited Payment, with an Annuity Starting Date that is on or after the Applicable Measurement Date, unless the present value, determined in accordance with Code Section 417(e)(3), of the Restricted Portion of the benefit does not exceed the lesser of (A) 50% of the present value (determined in accordance with Code Section 417(e)(3)) of the benefit payable in the optional form of benefit payment that includes the Prohibited Payment or (B) 100% of the PBGC Maximum Benefit Guarantee Amount.

(A) Election Options. If an optional form of benefit payment that is otherwise available under this plan is not available as of the Annuity Starting Date due to (iii) above, the Participant or Beneficiary may elect to:

(1) Bifurcation. Receive the Unrestricted Portion of that optional form at that Annuity Starting Date, determined by treating the Unrestricted Portion of the benefit as if it were the Participant's or Beneficiary's entire benefit under this plan, and to receive payment of the remainder of the benefit in any optional form of benefit at the same Annuity Starting Date otherwise available that would not have included a Prohibited Payment if that optional form applied to the Participant or Beneficiary's entire benefit; provided the rules of Code Section 1.417(e)-1 are applied separately to the separate optional forms of payment for the Unrestricted Portion of the benefit and the remainder of the benefit;

(2) Other Optional Form. Commence benefit payments with respect to the Participant's or Beneficiary's entire benefit in any other optional form of benefit available under this plan at the same Annuity Starting Date that is not restricted under (iii) above; or

(3) Defer Payment. Defer commencement of the benefit payments if permitted and in accordance with the terms of this plan.

(B) One Time Application. If a Prohibited Payment (or series of Prohibited Payments under a single optional form of benefit payment) is made to a Participant in accordance with the above provisions, no additional Prohibited Payment may be made with respect to that Participant during any period of consecutive Plan Years for which the limitations on benefit payments under (b) above apply.

(C) Alternative Election Option. With respect to an optional form of benefit payment that includes a Prohibited Payment that is not permitted to be paid under (iii) above, for which no additional information from the Participant or Beneficiary is needed, rather than wait for the Participant or Beneficiary to elect such optional form of benefit payment, the Administrator may determine to provide for separate elections with respect to the Restricted and Unrestricted Portions of that optional form of benefit provided this rule is applied to all such optional forms and the option that the separate election replaces is identified.

(iv) Special Election Options. The Administrator may determine, on a uniform and nondiscriminatory basis, to offer optional forms of benefit in accordance with Regulations Section 1.436-1(d)(6) including, but not limited to, the options listed in (A) and (B) below that will be available solely during the period in which subsections (i), (ii), or (iii) apply to limit Prohibited Payments under this plan.

(A) Single Sum Payment. A Participant or Beneficiary who commences benefit payments during the period in which (i) or (ii) above applies to limit Prohibited Payments under this plan may be permitted to elect (when the restricted period expires) to receive the remaining benefit in the form of a single-sum payment equal to the present value of the remaining benefit, but only to the extent then permitted under this section.

(B) Deferral of Restricted Portion. A Participant or Beneficiary who commences benefit payments during the period in which (iii) above applies to restrict Prohibited Payments under this plan may be permitted to elect payment in an optional form of benefit payment that provides for the current payment of the Unrestricted Portion of the benefit with a delayed commencement for the Restricted Portion of the benefit, subject to the other requirements of this plan.

(c) Limitation on Unpredictable Contingent Event Benefits. Unpredictable Contingent Event Benefits with respect to an Unpredictable Contingent Event occurring during a Plan Year shall not be paid if the AFTAP for the Plan Year is (i) less than 60%, or (ii) 60% or more, but would be less than 60% if the AFTAP were redetermined applying an actuarial assumption that the likelihood of occurrence of the Unpredictable Contingent Event during the Plan Year is 100%.

(d) Limitation on Plan Amendments. In accordance with Regulations Section 1.436-1(c) and except as otherwise provided therein, no amendment to the plan that has the effect of increasing liabilities of the plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual, or changing the rate at which benefits become nonforfeitable will take effect in a Plan Year if the AFTAP for the Plan Year is (i) less than 80%; or (ii) 80% or more, but would be less than 80% if the benefits attributable to the amendment were taken into account in determining the AFTAP.

(e) Automatic Resumption/Restoration.

(i) Benefit Accruals. Benefit accruals that had been limited under (a) above shall be automatically restored as of the Applicable Measurement Date that the limitation ceases to apply. The restoration of benefit accrual is treated as a plan amendment subject to the limitations under (d) above, unless the continuous period of the limitation was 12 months or less and the plan's Actuary certifies that the AFTAP would not be less than 60% taking into account the restored benefit accruals for the prior Plan Year.

(ii) Benefit Payments. If a limitation on Prohibited Payments under (b) above applied to the plan as of an Applicable Measurement Date, but that limit no longer applies as of a later Applicable Measurement Date, the limitation on Prohibited Payments does not apply to benefits with Annuity Starting Dates that are on or after that later Applicable Measurement Date. Notwithstanding any other provision of this plan to the contrary, the Administrator may determine, on a uniform and nondiscriminatory basis, to provide a Participant who had an Annuity Starting Date within a period during which a limitation under (b) above applied to the plan with the opportunity to have a new Annuity Starting Date (which would constitute a new Annuity Starting Date under Code Sections 415 and 417) under which the form of benefit payment previously elected may be modified once the limitations cease to apply.

(iii) Unpredictable Contingent Event Benefits. If Unpredictable Contingent Event Benefits with respect to an Unpredictable Contingent Event that occurs during the Plan Year are not permitted to be paid after the occurrence of the event in accordance with (c) above, but are permitted to be paid later in the Plan Year as a result of additional contributions under Regulations Section 1.436-1(f)(2) or pursuant to the Actuary's certification of the AFTAP for the Plan Year that meets the requirements of Regulations Section 1.436-1(g)(5)(ii)(B), the Unpredictable Contingent Event Benefits will automatically become payable, retroactive to the period those benefits would have been payable under the terms of this plan. If the benefits do not become payable during the Plan Year in accordance with the preceding sentence, the plan is treated as if it does not provide those benefits; provided, however, that all or any portion of those benefits can be restored pursuant to an amendment that meets the requirements of (d) above.

(iv) Plan Amendments. If an amendment to the plan does not take effect as of the effective date of the amendment in accordance with (d) above, but is permitted to take effect later in the Plan Year as a result of additional contributions under Regulations Section 1.436-1(f)(2) or pursuant to the Actuary's certification of the AFTAP for the Plan Year that meets the requirements of Regulations Section 1.436-1(g)(5)(ii)(C), the amendment will automatically take effect as of the first day of the Plan Year (or, if later, the original effective date of the amendment). If the amendment cannot take effect during the Plan Year, it will be treated as if it were never adopted, unless the amendment provides otherwise.

(f) Definitions. The following definitions apply for purposes of this section only.

(i) AFTAP. "AFTAP" means the adjusted funding target attainment percentage as defined in Regulations Section 1.436-1(j)(1), including all applicable assumptions, elections, and transition rules specified in Code Section 436 and Regulations Section 1.436-1.

(ii) Annuity Starting Date. "Annuity Starting Date" generally means the first day of the first period for which an amount is payable as an annuity as described in Code Section 417(f)(2)(A)(i). The Annuity Starting Date shall be determined in accordance with Regulations Section 1.436-1(j)(2).

(iii) Applicable Measurement Date. "Applicable Measurement Date" means the date used to determine when the limitations of this article apply or cease to apply, and also for calculations with respect to applying the limitations of this article, as defined in Regulations Section 1.436-1(j)(8).

(iv) PBGC Maximum Benefit Guarantee Amount. "PBCG Maximum Benefit Guarantee Amount" means the present value (determined under guidance prescribed by the Pension Benefit Guaranty Corporation, using the interest and mortality assumptions under Code Section 417(e)) of the maximum benefit guarantee with respect to a Participant (based on the Participant's age or the Beneficiary's age at the Annuity Starting Date) under ERISA Section 4022 for the year in which the Annuity Starting Date occurs.

(v) Prohibited Payment. "Prohibited Payment" means any payment for a month that is in excess of the monthly amount paid under a Single Life Annuity (plus any social security supplements described in the last sentence of Code Section 411(a)(9)) to a Participant or Beneficiary whose Annuity Starting Date occurs during any period that a limitation on Prohibited Payments is in effect, as well as any payment for the purchase of an irrevocable commitment from an insurer to pay benefits. Prohibited Payment includes any transfer of assets and liabilities to another plan maintained by the Employer or any Related Employer that is made to avoid or terminate the application Code Section 436 and any other amount that is identified as a Prohibited Payment in guidance published by the Commissioner of the Internal Revenue Service. Prohibited Payment does not include the payment of a benefit which may be distributed without the consent of the Participant in accordance with Code Section 411(a)(11).

(vi) Restricted Portion. "Restricted Portion" means, with respect to a benefit being paid in an optional form for which any of the payments is greater than the amount payable under a Single Life Annuity to the Participant or Beneficiary (plus any social security supplements described in the last sentence of Code Section 411(a)(9) payable to the Participant or Beneficiary) with the same Annuity Starting Date, the excess of each payment over the smallest payment during the Participant's lifetime under the optional form of benefit (treating a period after the Annuity Starting Date and during the Participant's lifetime in which no payments are made as a payment of zero).

(vii) Unpredictable Contingent Event. "Unpredictable Contingent Event" means a plant shutdown (whether full or partial) or similar event, or an event (including the absence of an event) other than the attainment of any age, performance of any service, receipt or derivation of any compensation, or the occurrence of death or Disability.

(viii) Unpredictable Contingent Event Benefits. "Unpredictable Contingent Event Benefits" means any benefit or increase in benefits to the extent the benefit or increase would not be payable but for the occurrence of an Unpredictable Contingent Event.

(ix) Unrestricted Portion. "Unrestricted Portion" generally means 50% of the amount payable under the optional form of benefit. The Unrestricted Portion of the benefit shall be determined in accordance with Regulations Section 1.436-1(d)(3)(iii)(D).

ARTICLE 14
Top-Heavy Plan Provisions

14.1 Top-Heavy Plan.

If this plan is or becomes a Top-Heavy Plan in a Plan Year, the provisions of this article shall supersede all conflicting plan provisions. "Top-Heavy Plan" means this plan for a Plan Year if:

(a) Not Required or Permissive Aggregation Group. This plan is not part of a Required Aggregation Group or a Permissive Aggregation Group, and the Top-Heavy Ratio exceeds 60%;

(b) Required Aggregation Group. This plan is part of a Required Aggregation Group (but not part of a Permissive Aggregation Group), and the Top-Heavy Ratio for the Required Aggregation Group exceeds 60%; or

(c) Permissive Aggregation Group. This plan is part of a Permissive Aggregation Group, and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds 60%.

14.2 Top-Heavy Determination.

The determination of the Top-Heavy Ratio and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Code Section 416 and Regulations.

(a) Top-Heavy Ratio. "Top-Heavy Ratio" means the ratio, as of this plan's Determination Date, calculated by dividing the aggregate Present Value of Accrued Benefits of all Key Employees of each plan in the Required Aggregation Group (and each other plan in the Permissive Aggregation Group, if necessary or desirable) by the aggregate Present Value of Accrued Benefits of all Participants under all plans in the Required (or Permissive) Aggregation Group.

(i) Disregard Certain Employees. In calculating the Top-Heavy Ratio, the account balance or Accrued Benefit of a Participant who was a Key Employee in a prior year but is no longer a Key Employee or has not performed services for an Employer maintaining this plan at any time during the one-year period ending on the Determination Date(s) will be disregarded.

(ii) Ownership. Ownership shall be determined under Code Section 318 as modified by Code Section 416(i)(1)(B)(iii) without regard to the aggregation rules under Code Section 414.

(b) Present Value of Accrued Benefits.

(i) This Plan. "Present Value of Accrued Benefits" under this plan means the Actuarially Equivalent present value of the Accrued Benefits of all Participants and Beneficiaries determined as of the most recent Top-Heavy Valuation Date within the 12-month period ending on the Determination Date. The Present Value of Accrued Benefits includes:

(A) One-Year Period. The amount of benefit payments made from this plan due to severance from employment, death or disability during the one-year period ending on the Determination Date; and

(B) Five-Year Period. The amount of benefit payments made from this plan for any other reason during the five-year period ending on the Determination Date.

(ii) Accrual Method. The Accrued Benefit of any Participant who is not a Key Employee shall be determined (i) under the method, if any, that applies uniformly with respect to all defined benefit plans maintained by the Employer, or (ii) if there is no uniform method, as if the benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Code Section 411(b)(1)(C).

(iii) Multiple Plans. The Present Value of Accrued Benefits shall be determined with respect to, and pursuant to the provisions of, all qualified retirement plans (including a simplified employee pension plan) in the aggregation group. When aggregating plans, the Present Value of Accrued Benefits will be calculated with reference to the Determination Dates that fall within the same calendar year.

(iv) Unpaid Contribution. A contribution not paid as of a Determination Date for any plan in the aggregation group shall be included in the determination of the Present Value of Accrued Benefits as required in Code Section 416 and Regulations.

(v) Actuarial Assumptions. If this plan is part of a Permissive Aggregation Group or a Required Aggregation Group and at least one of the qualified retirement plans aggregated with this plan is a defined benefit plan, the Present Value of Accrued Benefits under any such defined benefit plan shall be determined based on the interest rates and mortality tables set forth in Section 7.2.

(vi) Rollovers and Transfers. A distribution rolled over or an amount transferred from this plan to another qualified retirement plan of the Employer or a Related Employer shall not be included in the Present Value of Accrued Benefits under this plan. A distribution rolled over or an amount transferred from another qualified retirement plan of the Employer or a Related Employer to this plan shall be included in the Present Value of Accrued Benefits under this plan. If a rollover or transfer to a qualified retirement plan of an unrelated employer was initiated by the former Participant, it shall be deemed a distribution from this plan. If a rollover or transfer from a qualified retirement plan of an unrelated employer to this plan for a Participant was initiated by the Participant, it shall not be included in the Present Value of Accrued Benefits under this plan.

(c) Required Aggregation Group. "Required Aggregation Group" means all qualified retirement plans, including terminated plans, of the Employer and each Related Employer in which at least one Key Employee is a participant at any time during the Plan Year containing the Determination Date or any of the four preceding Plan Years (regardless of whether the plan has terminated), plus all other qualified retirement plans of the Employer and each Related Employer, that enable one or more of the plans covering at least one Key Employee to meet the requirements of Code Sections 401(a)(4) or 410.

(d) Permissive Aggregation Group. "Permissive Aggregation Group" means all qualified retirement plans, including terminated plans, if any, of the Employer and each Related Employer that are part of a Required Aggregation Group that includes this plan, plus any other qualified retirement plan (designated by the Employer) of the Employer and each Related Employer that is not part of the Required Aggregation Group but that, when considered part of the Permissive Aggregation Group, does not prevent the group from meeting the requirements of Code Sections 401(a)(4) and 410.

(e) Determination Date. For any Plan Year after the initial Plan Year, "Determination Date" means the last day of the preceding Plan Year. For the initial Plan Year, "Determination Date" means the last day of the initial Plan Year.

(f) Key Employee. "Key Employee" means an Employee or former Employee (including any deceased Employee or the Beneficiary of any deceased Employee) who, under Code Section 416(i), is or was, during the Plan Year that includes the Determination Date, one of the following:

(i) Officer. An officer of an Employer or Related Employer if the officer's Section 415 Compensation exceeds $160,000 (as adjusted under Code Section 416(i)(1) for Plan Years beginning after December 31, 2010);

(ii) 5% Owner. A 5% Owner; or

(iii) 1% Owner; $150,000 Compensation. A 1% owner, determined under the definition of 5% Owner but replacing "5%" with "1%," whose Section 415 Compensation exceeds $150,000.

Ownership under (ii) and (iii) shall be determined separately for each Employer and Related Employer. Compensation for (i) and (iii) above for a Plan Year is determined without regard to the Annual Compensation Limit.

(g) Top-Heavy Valuation Date. "Top-Heavy Valuation Date" means, for a defined contribution plan (including a simplified employee pension plan), the date for revaluation of the assets to market value coinciding with, or occurring most recently within the 12-month period ending on, the Determination Date. For a defined benefit plan, the term means the most recent date used for computing the plan costs for minimum funding purposes (whether or not an actuarial valuation is performed during that Plan Year) occurring within the 12-month period ending on the Determination Date.

14.3 Minimum Benefits.

For each Plan Year in which this plan is or becomes a Top-Heavy Plan, each Participant who is not a Key Employee and who completes at least 1,000 Hours of Service shall accrue a Minimum Accrued Benefit.

(a) Minimum Accrued Benefit. The "Minimum Accrued Benefit" for a Participant who is not a Key Employee means the monthly amount of a pension benefit payable as a Single Life Annuity beginning on the first day of the first month following the Participant's Normal Retirement Date. The monthly amount shall be 2% of Minimum Average Monthly Compensation multiplied by Years of Vesting Service (maximum of 10 years) earned for Plan Years beginning on or after January 1, 1984, during which this plan is a Top-Heavy Plan.

(b) Minimum Average Monthly Compensation. "Minimum Average Monthly Compensation" means the Participant's Average Monthly Compensation, provided that Minimum Average Monthly Compensation shall not be less than the average of the Participant's Section 415 Compensation for the five consecutive Plan Years during the Participant's period of employment that yield the highest amount. The five consecutive Plan Years shall not include Plan Years beginning before January 1, 1984, and any Plan Year after the last Plan Year in which this plan is a Top-Heavy Plan, and shall not include or be deemed interrupted by, Plan Years during which the Participant does not earn a Year of Vesting Service.

14.4 Vesting Schedule.

The vesting schedule for each Participant who has an Hour of Service during a Plan Year in which this plan is or becomes a Top-Heavy Plan shall be replaced with the following schedule:

Years of Vesting Service	Vested Percentage
Less than 2 years	-0-
2 years	20%
3 years	40%
4 years	60%
5 years	100%

(a) Cessation. If this plan ceases to be a Top-Heavy Plan, vested percentages shall continue to be determined under this schedule.

(b) Vesting Schedule Change. Any change in the vesting schedule due to this plan becoming, or ceasing to be, a Top-Heavy Plan shall be treated as an amendment to this plan, and all rules applying to the amendment of a vesting schedule shall apply.

SCHEDULE A
ADOPTING EMPLOYERS

A.1 Current Adopting Employers.

Hush Puppies Retail, Inc.	06-0861235
Sebago USA, LLC	32-0093054
Wolverine Outdoors, Inc.	38-3375022
Wolverine Procurement, Inc.	38-2889988
Wolverine Slipper Group, Inc.	38-3442561
Wolverine World Wide, Inc.	38-1185150
Wolverine Worldwide Leathers, Inc.	30-0655945

A.2 Historical Adopting Employers

UNIT	EFFECTIVE DATE UNDER PLAN
Tru-Stitch Footwear Division - Salaried D	01-01-70
Frolic Footwear Division - Salaried	02-01-70
Hush Puppies Retail, Inc. - Division 5	01-01-77
Town & Country Shoes, Inc.	06-01-81
Brooks Shoe Company, Inc.	01-01-82
Viner Bros., Inc.	04-01-84
Tru-Stitch Footwear Division - Hourly - Non Union	01-01-85
Wolverine Hy-Test, Inc. non-collectively bargained employees	04-17-96

SCHEDULE B

Retirement Date (Normal/Deferred Benefit), Date of Disability (Disability Retirement Benefit) or Termination of Employment Date (Early Retirement/Monthly Deferred	Dollar Benefit Multiplier
January 1, 1976 - December 31, 1978	$4 (pre-1/1/76 Service)/ $6 (post-12/31/75 Service)
January 1, 1979 - December 31, 1983	$6.00
January 1, 1984 - December 31, 1975	$7.00
January 1, 1986 - December 31, 1988	$8.00
January 1, 1989 - December 31, 1989	$8.50
January 1, 1990 - December 31, 1991	$9.00
January 1, 1992 - December 31, 1992	$11.00
January 1, 1993 - December 31, 1993	$12.00
January 1, 1994 - December 31, 1994	$14.00
January 1, 1995 - December 31, 1995	$15.00
January 1, 1996 - December 31, 1997	$16.00
January 1, 1998 - December 31, 1998	$18.00
January 1, 1999 - December 31, 1999	$20.00
January 1, 2000 - December 31, 2000	$21.00
January 1, 2001 – December 31, 2001	$23.00
January 1, 2002 or after	$24.00

SCHEDULE C-1
FORMER PARTICIPANTS UNDER
WEBSTER MANUFACTURING UNIT
HOURLY RATED EMPLOYEES PENSION PLAN

C1.1 Purpose. This Schedule recognizes and preserves certain benefits resulting from the merger of the above Plan ("Webster Plan") with this Plan effective May 31, 1988.

C1.2 Participant. Each Participant in the Webster Plan on May 31, 1988, shall be a C-1 Participant.

C1.3 Benefit. Each C-1 Participant's Accrued Benefit shall be equal to the sum of:
(a) Post-May 31, 1998. $3 multiplied by Years of Benefit Service after May 31, 1988 (utilizing a full year of Benefit Service for 1998).

(b) 1970 – June 1, 1988. $3 multiplied by Years of Benefit Service between January 1, 1970, and June 1, 1988, under the Webster Plan, and

(c) Pre-1970. $1.20 multiplied by the Participant's Years of Benefit Service under the Webster Plan before January 1, 1970.

C1.4 Supplemental Benefit. Each C-1 Participant who terminates employment after May 31, 1988, shall be entitled to a monthly accrued benefit in addition to the benefit set forth above equal to the actuarially equivalent of the following applicable single sum amount.

(a) 1-10 Years of Service. If the C1 Participant had completed 1 but less than 10 Years of Service, $111 multiplied by the by the Participant's Years of Service.

(b) 10-20 Years of Service. If the C1 Participant had completed 10 but less than 20 Years of Service, $166.50 multiplied by the by the Participant's Years of Service.

(c) At Least 20 Years of Service. If the C1 Participant had completed at least 20 Years of Service, $222 multiplied by the by the Participant's Years of Service.

SCHEDULE C-2
BENEFITS FOR CERTAIN FORMER EMPLOYEES
1994 SPECIAL SEVERANCE PROGRAM

C2.l Purpose. The purpose of this Schedule is to provide benefits for certain Participants of the Plan who retire under the 1994 Wolverine Special Severance Program (the "1994 Program").

C 2 . 2 C-2 Participant. A Participant shall be a "C-2 Participant" if the Participant is eligible for and elects between November 3, 1994 and December 18, 1994 to retire under the 1994 Program.

C2.3 Highly Compensated Exclusion. The benefits under this Schedule shall not be available to a Participant who is a "Highly Compensated Employee."

C2.4 Amount of Pension. Each C-2 Participant shall be entitled to a monthly pension computed under Section 5.1 of the Plan, based on final average earnings and years of credited service at the date that employment with the Employers terminates. If the pension of a C-2 Participant is determined under subsection 4.2(a) of the Plan, then the amount payable to the C-2 Participant as of the first day of any month coincident with or preceding the date the C-2 Participant attains age 62 shall be calculated without reduction of the monthly Social Security Allowance.

C2.5 Full Vesting. Each C-2 Participant shall be fully vested in the Participant's benefits under the Plan.

C2.6 Commencement of Pension. Payment of the monthly pension to a C-2 Participant shall begin as of the first day of the month coincident with or next following the date that employment terminates. The pension of a C-2 Participant shall not be reduced for commencement prior to normal retirement date.

SCHEDULE C-3
NONDISCRIMINATORY EXECUTIVE BENEFITS

C3.1 Purpose. The purpose of this Supplement is to define and designate certain executives of the Company to receive benefits under a nondiscriminatory enhancement of the Plans' benefit formula.

C3.2 A Executive. An "A Executive" is a Participant whose name is listed below in this section:

- G. Bloom (Normal Retirement 5/1/2000)
- W. Brown (Through 12/31/2003)
- J. Deem (Deferred vested as of 10/30/2001)
- L. Dubrow (Deferred vested as of 10/30/2001)
- S. Duffy
- D. Estes
- S. Gulis
- B. Krueger
- T. O'Donovan
- R. Sedrowski

C3.3 B Executive. A "B Executive" is a Participant whose name is listed below in this Section:

- O. Baxter (for benefits accrued through 12/31/2003)
- A. Croci
- R. DeBlasio
- T. Gedra
- B. Jungers
- J. Lovejoy (Normal retirement / /2000)
- T. Mundt
- N. Ottenwess
- D. West
- G. Fountain
- J. Lavertue
- A.T. Payne, III
- S. Zimmerman
- J. Weston
- W. Brown (Beginning 1/1/2004)
- S. Sible
- J. Zwiers
- D. Grimes
- P. Linton
- M. Jeppesen

C3.4 Benefit. The Accrued Benefit for:

(a) A Executive. A Supplement A Executive shall be the greatest of the Accrued Benefit at Section 5.1(c) or 2.4 percent of Final Average Compensation multiplied by the A Executive's Years of Benefit Service (not in excess of 25 years).

(b) B Executive. A Supplement B Executive shall be the greatest of the Accrued Benefit at Section 5.1(c) or 2.0 percent of Final Average Compensation multiplied by the B Executive's Years of Benefit Service (not in excess of 25 years).

C3.5 Modifications. The Company may add, remove, or reclassify a Participant under this Schedule. The modification of a Participant's status may not reduce a Participant's benefit or become effective until the date which is 45 days after the Participant receives notice of the modification.

SCHEDULE C-4
BENEFITS FOR CERTAIN FORMER EMPLOYEES
OF FROLIC FOOTWEAR DIVISION
OR THE WOLVERINE SLIPPER GROUP

C 4 . l Purpose. The purposes of this Schedule C-4 is to provide benefits for certain Participants of Wolverine Employees' Pension Plan (the "Plan") who terminate employment under The Frolic Footwear Special Severance Program dated August 4, 1997, (the "Frolic Program") and the Wolverine Slipper Group Special Severance Program (the "Slipper Program") dated December 1997.

C 4 . 2 C-4 Participant. A Participant will be a "C-4 Participant" if the Participant is eligible for and elects to terminate employment under the "Frolic Program" no later than September 15, 1997, or under the "Slipper Program" no later than January 30, 1998.

C4.3 Highly Compensated Employees Excluded. A Participant who is a "Highly Compensated Employee" shall not be entitled to any benefits under this Schedule.

C 4 . 4 Amount of Pension. Each C-4 Participant shall be entitled to a monthly pension computed under subsection 4.1 of the Plan based on final average earnings and years of credited service at the date that employment terminates. If the pension of a C-4 Participant is determined under subparagraph 5.1(c)(i)(A) of the Plan, then the amount payable as of the first day of any month on or before the date the Participant attains age 62 shall be calculated without reduction for the Social Security Allowance.

C4.5 Full Vesting. Each C-4 Participant shall be fully vested in his benefits under the Plan.

C4.6 Commencement of Pension. Payment of the monthly pension to a C-4 Participant shall begin as of the first day of the month coincident with or next following the date that his employment with the employers terminates, in the full amount determined under paragraph G-4 above. The pension of a Supplement G Participant shall not be reduced for commencement prior to normal retirement date.

SCHEDULE C-5
2000 EARLY RETIREMENT WINDOW

C5.1 Purpose. The purpose of this Schedule C-5 is to provide benefits for TruStitch employee Participants of the Wolverine Employees' Pension Plan who were eligible to terminate employment under the Wolverine Early Retirement Window-2000, dated July 12, 2000. (2000 Window) but remained employed as of June 1, 2001, Participants who terminated employment under the 2000 Window, or members who terminated under the reduction in force dated July 12, 2000, and were listed as severance only in the listing maintained by the Employer (the RIF).

C5.2 C-5 Participant. A Participant will be a C-5 Participant if the Participant is eligible and retired under the 2000 Window or was terminated under the RIF.

C5.3 Calculation of Pension. For purposes of calculating the Normal, Late, Early, or Deferred Vested Benefit and for purposes of commencing benefits under those sections, a C-5 Participant shall be deemed to be 5 years older or age 65 whichever is less. However, this increase in age shall not change a Participant's normal retirement date.

C5.4 Amount of Pension. In addition to the increased age: a C-5 Participant shall be entitled to;

(a) Lump Sum. The following Lump Sum payment

Health Care Plan Status (as of July 12, 2000)	Lump Sum Amount
Employee Only	$1,576.08
Employee & Child	$3,050.22
Employee & Spouse	$3,874.92
Employee & Family	$4,932.42

This benefit shall not apply to C-5 Participants who remained employed on June 1, 2001.

(b) Age 60-65. If the Participant is at least age 60, an additional percentage increase in the benefit calculated under C5.3 above, as follows;

Age (as of July 12, 2000)	Percentage Increase in Benefit
60 but less than 61	2%
61 but less than 62	4%
62 but less than 63	6%
63 but less than 64	8%
64 or more	10%

C5.5 4.7 Transfer. For purposes of former Section 4.7:

(a) Allocation of Transfer. A C-5 Participant shall be treated as having retired during the year of termination of employment.

(b) Vesting. A C-5 Participant shall be fully, 100% vested in the Participant's Section 4.7 account.

C5.6 Full Vesting. A Participant who is terminated under the RIF and listed in the "Severance Only" classification shall be fully vested in the accrued benefits under the Plan (including the benefits provided by this Schedule).

C5.7 Commencement of Pension. Benefits shall be paid as follows:

(a) Lump Sum. The lump sum benefit, as soon as administratively feasible after the expiration of the revocation period following written acceptance of the 2000 Window.

(b) Monthly Pension. The monthly pension at the first day of any month following the latest of: expiration of the revocation period following written acceptance of the 2000 Window; the attainment of the deemed age of 60 by a C-5 Participant; or a C-5 Participant's termination of employment on or after June 1, 2001.

SCHEDULE C-6
HY-TEST MERGER

C6.1 Purpose. The purpose of this Schedule is to reflect the merger of the Wolverine Hy-Test, Inc. Collectively Bargained Pension Plan (Hy-Test Plan) with this Plan and to provide enhanced pension benefits for members formerly included within the drivers unit represented by Teamsters Local 406 (Teamsters Unit).

C6.2 Participants Included. This Schedule shall apply to Participants formerly included within the Hy-Test Plan and formerly covered by a collective bargaining agreement between the Employer and Local 160A, UNITE!, AFL/CIO/CLC and, only where specifically designated, to Participants within the Teamsters Unit.

C6.3 Teamsters Unit Members. Each Participant included within the Teamsters Unit shall be fully vested in the Participants accrued benefit as of the member's termination of employment. Each Participant between ages 55 and 60 as of September 30, 2000, shall receive an additional seven Years of Vesting Service for purposes of determining the Participant's eligibility for monthly pension benefits.

C6.4 Hy-Test Members. The following provisions apply to former Participants of the Hy-Test Plan.

(a) Normal Retirement. A Participant whose employment terminates, other than by death or Disability, on the Participant's Normal Retirement Date is eligible for a Normal Retirement Benefit.

(i) Normal Retirement Date. "Normal Retirement Date" means the date the Participant attains age 62.

(ii) Normal Retirement Benefit. "Normal Retirement Benefit" means the Participant's Accrued Benefit. The monthly Normal Retirement Benefit shall be not less than the amount of any Early Retirement Benefit to which the Participant was entitled if the Participant had retired at any time under the provisions of C6.4(b).

(iii) Accrued Benefit. "Accrued Benefit" means a monthly pension benefit, payable as a Single Life Annuity, beginning on the first day of the month following the Participant's Normal Retirement Date. The monthly amount shall be equal to the Participant's Years of Benefit Service multiplied by the applicable Benefit Rate set forth in this subsection.

Retirement Date	Benefit Rate
On or after January 1, 1996	$10.25
On or after January 1, 1997	$10.75
On or after January 1, 1998	$11.00
On or after March 1, 1999	$12.00
On or after January 1, 2000	$13.00

(iv) Benefit Service. A Participant earns a “Year of Benefit Service” for each Plan Year under the following schedule:

Hours of Service in Covered Employment	Percentage of Year of Service
0 - 199	0
200 - 499	25%
500 - 799	50%
800 - 999	75%
1,000 or more	100%

(b) Early Retirement. A Participant whose employment terminates, other than by death or Disability, on or after the Participant’s Early Retirement Date and before the Participant’s Normal Retirement Date is eligible for an Early Retirement Benefit.

(i) Early Retirement Date. “Early Retirement Date” means the date the Participant attains age 55, or if later, the date the Participant completes 25 Years of Vesting Service.

(ii) Early Retirement Benefit. “Early Retirement Benefit” means the Participant’s Accrued Benefit determined as of the date that the Participant’s employment terminated.

(iii) Early Payment. A Participant who is eligible for Early Retirement may elect to begin payment on the first day of any month following the termination of employment after the Participant’s Early Retirement Date. If the Participant elects and payment begins before the first day of the month after the Participant’s Normal Retirement Date, the monthly amount of the benefit shall be reduced and shall be the actuarial equivalent of the Accrued Benefit payable at the Participant’s Normal Retirement Age.

(c) Late Retirement. A Participant whose employment terminates after the Participant’s Normal Retirement Date is eligible for a Late Retirement Benefit.

(i) Late Retirement Date. “Late Retirement Date” means the date that the Participant’s employment terminates or, if earlier, the Participant’s Required Beginning Date.

(ii) Late Retirement Benefit. “Late Retirement Benefit” means a monthly pension equal to:

(A) Pre-Age 70 1/2. If the Participant’s employment terminated on or before the Required Beginning Date, the Normal Retirement Benefit determined as of the Late Retirement Date, including any additional benefits accrued for the period of the Participant’s employment after the Normal Retirement Date.

(B) Post-Age 70 1/2. If the Participant's employment terminated after the Required Beginning Date, the amount determined in (A) above reduced by the actuarial equivalent of the total plan distributions made to the Participant up to the Participant's Late Retirement Date. The benefit shall not be reduced to an amount less than the Participant's Accrued Benefit determined as of the Participant's Normal Retirement Date.

(d) Deferred Vested Retirement. A Participant who has an Accrued Benefit and whose employment terminated before the Participant's Normal or Early Retirement Date, other than by death or Disability, is eligible for a Deferred Vested Benefit.

(i) Deferred Vested Benefit. "Deferred Vested Benefit" means the Participant's Accrued Benefit determined as of the date that the Participant's employment terminated.

(ii) Early Payment. If the Participant is eligible and elects payment of the Deferred Vested Benefit before the first day of the month following the Participant's Normal Retirement Date, the monthly amount of the benefit shall be reduced and shall be determined in the same manner as provided for early payment of the Early Retirement Benefit.

(e) Death Benefits. A death benefit shall be paid only as provided in this section.

(i) Death Before Annuity Starting Date. If a Participant who has an Accrued Benefit dies before the Annuity Starting Date, benefits will be paid as follows:

(A) Surviving Spouse. If the Participant has a Surviving Spouse, the Surviving Spouse shall receive a QPSA unless the Surviving Spouse waives the QPSA and elects another available form of payment.

(1) Spouse Defined. "Spouse" means the husband or wife to whom the Participant was married at any specified time. A former Spouse shall not be a Spouse except to the extent specified in a QDRO.

(2) Surviving Spouse Defined. "Surviving Spouse" means the Spouse to whom the Participant was married at the time of death and who survives the Participant. If the Participant dies before benefit payments begin, "Surviving Spouse" means the Spouse to whom the Participant was married for at least 12 consecutive months at the Participant's death and who survives the Participant.

(3) QPSA Defined. "QPSA" means a qualified pre-retirement survivor annuity that is a monthly Single Life Annuity payable to the Surviving Spouse of a Participant. The monthly amount of the QPSA is 50% of the benefit that would have been payable to the Participant if the Participant had retired on the day before the Participant died and had elected to have benefit payments begin on the earliest permitted payment date in the form of an immediate QJSA.

(B) No Surviving Spouse. If the Participant does not have a Surviving Spouse, a benefit shall not be payable under this plan.

(ii) Death After Annuity Starting Date. If a Participant who has a Vested Accrued Benefit dies after the Annuity Starting Date, the Beneficiary shall be paid any remaining benefits payable under the form of payment the Participant was receiving before death.

(f) Benefit Rules.

(i) Single Benefit. A Participant shall not receive more than one type of benefit in any month.

(ii) Previously Paid Benefits. The amount of a benefit payable under this article shall be reduced by the amount of benefits previously paid to or with respect to the Participant, including a lump-sum payment of the Participant's entire Vested Accrued Benefit after the Participant's employment terminates. All reductions shall be computed on a uniform basis by calculating and offsetting the Actuarially Equivalent value of the benefit previously paid from the Participant's final benefit.

(iii) Transfer. A transfer between Covered Employment and employment with the Employer other than Covered Employment, or a transfer between the Employer and a Related Employer, is not termination of employment.

(iv) Pay Status. Benefits in pay status on or after the merger shall continue to be paid in the form provided by the Plan.

(g) Vested Percentage. A Participant's Accrued Benefit shall be 100% vested. A Participant shall be credited with Vesting Service for full years of benefit service under the Florsheim Shoe Company Retirement Plan as of April 17, 1996.

(h) Time of Payment. Subject to the QJSA and QPSA provisions of this plan and the required distribution, benefit payments shall begin not later than 60 days after the end of the Plan Year that includes the Participant's Normal Retirement Date or, if later, the end of the Plan Year in which employment terminates.

(i) Normal Retirement Benefit. The Normal Retirement Benefit shall begin on the first day of the month following the Participant's Normal Retirement Date.

(ii) Early Retirement Benefit. The Early Retirement Benefit shall begin on the first day of the month following the Participant's Normal Retirement date. The Participant may elect earlier payment beginning on the first day of any month following the Participant's Early Retirement Date.

(iii) Late Retirement. The Late Retirement Benefit shall begin on the first day of the month following the Participant's termination of employment or, if earlier, the Participant's Required Beginning Date.

(iv) Deferred Vested Benefit. The Deferred Vested Benefit shall begin on the first day of the month following the Participant's Normal Retirement Date. If the Participant is credited with at least 25 (or 10 if the Participant's termination is due to permanent closing of the facility in which the Participant was employed) Years of Vesting Service at termination of employment, the Participant may elect earlier payment beginning on the first day of any month following the date the Participant attains age 55.

(v) Death Benefit.

(A) Before Annuity Starting Date. The QPSA shall begin on the first day of the month following the date of death, or if later, the first day a Participant could have elected early payment of an Early Retirement Benefit or a Deferred Vested Benefit, if applicable. The Surviving Spouse may elect to delay commencement of the benefit to the first day of any later month but not later than the first day of the month following the Participant's Normal Retirement Date.

(B) After Annuity Starting Date. If the form of payment to the Participant provides for benefits after the Participant's death, the continuing benefit shall be paid to the Beneficiary as provided.

(vi) Immediate Payment. If the Participant's employment terminates for any reason before the Participant's Normal Retirement Date and the Actuarially Equivalent present value of the Participant's Vested Accrued Benefit, including any earlier payments, is $5,000 or less, the Administrator shall direct payment of the present value as soon as administratively feasible following termination of employment.

(i) Determination of Benefits. The age of the individuals to whom benefits are payable shall be determined as of the date the benefit is payable. All forms of payment under this Schedule shall be Actuarially Equivalent to the benefit payable as a Single Life Annuity. "Actuarially Equivalent" means equal in value based on the following actuarial assumptions:

(i) Interest Rate. 6 1/2% per annum, compounded annually.

(ii) Mortality Table. 1971 Group Annuity Mortality Table assuming three males for every seven females

(iii) Lump Sum Determination. Actuarial Equivalence of a lump-sum payment shall be determined based on.

(A) Mortality. The 1983 Group Annuity Mortality Table weighted 50% male and 50% female.

(B) Interest Rate. An interest rate for the Plan Year consisting of the annual rate of interest on 30-year Treasury securities for the month of December preceding the Plan Year in which the lump sum is calculated.

(j) Form of Payment.

(i) Standard Form. Benefits under this Schedule shall be paid as follows:

(A) Married. If the Participant is married when benefit payments are to begin, the Participant's benefit shall be paid as a QJSA unless the Participant waives the QJSA, with consent of the Spouse, and properly elects another available form of payment.

(1) Definition. "QJSA" means an immediate qualified joint and survivor annuity under which a reduced (compared to amount of the Participant's Vested Accrued Benefit payable as a Single Life Annuity) amount is payable to the Participant for life and 50% of the reduced amount is payable to the Surviving Spouse, if any, for life after the Participant's death.

(2) Monthly Payments. The monthly amount payable to the Participant and the monthly amount payable to the Surviving Spouse shall not increase after payments begin. The monthly payments under the QJSA shall be such that the value of the expected payments to the Participant and the Surviving Spouse is Actuarially Equivalent to the benefit payable as a Single Life Annuity.

(B) Not Married. If the Participant is not married when benefit payments are to begin, the Participant's benefit shall be paid as a Single Life Annuity, unless the Participant waives that form and properly elects another available form of payment.

(ii) Optional Forms of Payment. Upon waiver of the QJSA, Participant may elect a Single Life Annuity. A "Single Life Annuity" is a monthly benefit payable in equal installments for the life of the Participant or other individual with no payments to be made for any periods after the recipient's death.

(k) Merger Schedule. The Company shall, as required by Code Section 414(l), maintain a special schedule of benefits payable on a termination basis for Hy-Test Participants as required under Regulation 1.414(l)-1(h). The special benefits shall be payable in the priority required by Regulation 1.414(l)-1(h) if the Plan terminates on or before December 31, 2005. If the liabilities attributable to benefits payable under this Schedule are spun off or transferred to another plan on or before December 31, 2005, the Plan shall transfer assets to the spun off or transferee plan sufficient to satisfy the liabilities in full.

SCHEDULE C-7
SPECIAL SERVICE CREDIT
TRU STITCH DIVISION/WOLVERINE PROCUREMENT INC.

C7.1 Purpose. The purpose of this Schedule is to recognize certain service before extension of the Plan to TruStitch Division and Wolverine Procurement, Inc. Employees for purposes of determining Years of Benefit and Vesting Service.

C7.2 TruStitch Division. An hourly nonunion employee of the TruStitch Division who became a Participant in the Plan on January 1, 1985, shall be credited with Years of Benefit Service and Vesting Service for the period of service (including union service) beginning on or after January 1, 1970, under the rules of the Plan in effect during those periods.

C7.3 Wolverine Procurement, Inc. An Employee of Wolverine Procurement, Inc. shall be credited with Years of Benefit Service and Vesting Service for service on or after July 1, 1989, under the rules of the Plan in effect during those periods.

SCHEDULE C-8
SERVICE CREDIT AND INCLUSION OF
CERTAIN FORMER SEBAGO, INC. EMPLOYEES

C 8 . 1 Purpose. The purpose of this Schedule is to recognize eligibility and vesting service of certain former employees of Sebago, Inc. who have become permanent, regular employees of the Employer.

C 8 . 2 Designated Employees. The following individuals shall be covered by this Schedule (Schedule C-8 individuals).

Name

Belsak, Harald
Charron, Elayne
Cremer, Vivian
Delaware, Marie
Dufault, Victor
Josselyn, Marvin
Kriner, Debora
Mowatt, Timothy
Walls, Michael
Warren, Joseph

C 8 . 3 Eligibility/Participation. A Schedule C-8 individual shall become eligible and a Participant in the Plan under Section 3.1 as of July 1, 2004.

C8.4 Covered Employment. A Schedule C-8 individual shall not be excluded from Covered Employment under Section 3.2 as a former employee of Sebago, Inc.

C8.5 Vesting Service. A Schedule C-8 individual shall be credited with Years of Vesting Service under Section 6.1 for all periods of service beginning with their most recent date of hire with Sebago, Inc.

SCHEDULE D

PLAN HISTORY

		Adopted	Effective
D.1	Original Adoption.		January 1, 1969
D.2	Gust Restatement.	September 25, 2003	January 1, 1997
(a)	First Amendment.	September 25, 2003	January 1, 2002
(b)	Second Amendment.	December 19, 2003	July 1, 2004
(c)	Third Amendment.	July 7, 2004	July 1, 2004
(d)	Fourth Amendment.	________ __, 2004	January 1, 1997
(e)	Fifth Amendment.	September 26, 2005	March 28, 2005
(f)	Implementing Amendment.	June 30, 2006	June 30, 2006
(g)	Sixth Amendment.	November 30, 2007	January 1, 2003
(h)	Seventh Amendment.	November 30, 2007	January 1, 2000/ January 1, 2008
(i)	Eighth Amendment.	June 16, 2008	January 1, 2008
(j)	Ninth Amendment.	January 19, 2009	January 20, 2009
(k)	Tenth Amendment.	December 3, 2009	January 1, 2007
(l)	Eleventh Amendment.	November 29, 2011	January 1, 2007/ December 31, 2008
D.3	EGTRRA Restatement.	March 12, 2012	January 1, 2011
(a)	First Amendment.	September 1, 2012	September 1, 2012
(b)	Second Amendment.	December 28, 2012	January 1, 2013
(c)	Third Amendment.	December 23, 2014	December 23, 2014

Exhibit 10.25

FORM OF PERFORMANCE SHARE AWARD AGREEMENT

Performance Share Agreement #

PERFORMANCE SHARE AWARD AGREEMENT

This Performance Share Award Agreement ("Agreement") is made as of the award date set forth in the grant, between WOLVERINE WORLD WIDE, INC., a Delaware corporation ("Wolverine" or the "Company"), and the employee accepting the grant ("Employee").

Wolverine World Wide, Inc. has an Amended and Restated Executive Long-Term Incentive Plan (3-Year Bonus Plan) that the Compensation Committee of Wolverine's Board of Directors (the "Committee") administers. The Committee makes long term incentive awards to encourage longer range strategic planning, cooperation among all the units of the Company, and executive officers and key management individuals to enter and continue in the employ of the Company. Wolverine has a Stock Incentive Plan of 2013 (the "Plan") that also is administered by the Committee, under which the Committee may award restricted stock as all or part of a long term incentive award. Both the 3-Year Bonus Plan and the Plan have been approved by the Company's shareholders.

The Committee has determined that Employee is eligible to participate in the Plan for a long term incentive award, the Employee's participation level, and the criteria for the award. The Committee has awarded to Employee shares of Wolverine's common stock subject to terms, conditions and restrictions contained in this Agreement and in the Plan (the "Performance Share Award"). Employee acknowledges receipt of a copy of the Plan and accepts this Performance Share Award subject to all of those terms, conditions and restrictions.

1. Award. Wolverine hereby awards to Employee a number of shares of Wolverine's common stock, $1 par value, as set forth in the grant (the "Performance Restricted Stock"). The Performance Restricted Stock is subject to the restrictions imposed under this Agreement and the Plan ("Stock Restrictions"). The periods during which Performance Restricted Stock is subject to the Stock Restrictions shall be known as "Restricted Periods." Unless otherwise determined by the Committee, Employee's "Incentive Award" will be the number of shares of Performance Restricted Stock on which the Stock Restrictions shall lapse.

2. Transferability. Until the Stock Restrictions lapse as set forth in section 3 below, the Plan provides that Performance Restricted Stock is generally not transferable by Employee except by will or according to the laws of descent and distribution. The Plan further provides that all rights with respect to the Performance Restricted Stock are exercisable during Employee's lifetime only by Employee, Employee's guardian, or legal representative. Wolverine shall place an appropriate legend upon any certificate representing shares of Performance Restricted Stock and may also issue appropriate stop transfer instructions to its transfer agent with respect to such shares.

3. Lapsing of Restrictions. Except as otherwise provided in this Agreement or by action of the Committee, the Stock Restrictions imposed on the Performance Restricted Stock shall lapse as set forth in Attachment 1, prorated in a manner consistent with Wolverine's historical practice, as determined by Wolverine, to reflect employment starting after the beginning of the Performance Period or selection to receive Performance Restricted Stock after February of the first year of the Performance Period, if applicable.

4. Registration and Listing; Securities Laws.

(a) The Performance Share Award is conditioned upon (i) the effective registration or exemption of the Plan and the shares of Performance Restricted Stock under the Securities Act of 1933 and applicable state or foreign securities laws, and (ii) the effective listing of the common stock on the New York Stock Exchange.

(b) Employee hereby represents and warrants that Employee is receiving the Performance Restricted Stock for Employee's own account and investment and without any intent to resell or distribute the Performance Restricted Stock. Employee shall not resell or distribute the Performance Restricted Stock after any Restricted Period except in compliance with such conditions as Wolverine may reasonably specify to ensure compliance with federal and state securities laws.

5. Termination of Employment Status.

(a) Except as set forth in subsection (b), Employee:

(i) must be an employee of the Company or one of its Subsidiaries at the time the Committee certifies the achievement of the Performance Period performance criteria for the Stock Restrictions to lapse on any portion of the Performance Share Award (the performance criteria being Cumulative BVA and Cumulative EPS, as defined in Schedule 1); and

(ii) shall forfeit the entire Performance Share Award if, before such certification, Employee's employment with Wolverine and its Subsidiaries terminates (the "Employment Termination") or the Committee terminates Employee's Performance Share Award for the Performance Period ("Award Termination").

(b) If the Employment Termination is:

(i) due to Employee's:

(1) disability (as defined in Wolverine's long-term disability plan);
(2) death;
(3) voluntary termination after Employee has attained 50 years of age and seven years of service as an employee of Wolverine or its Subsidiaries, or 62 years of age, or such other age or years of service as may be determined by the Committee in its sole discretion; or

(ii) due to such other circumstances as the Committee in its discretion allows;

then the number of shares of Performance Restricted Stock on which the Stock Restrictions lapse at the end of the Performance Period shall be calculated as set forth in subsection (c) or in such other manner as the Committee directs. If there is an Award Termination, the Committee may in its discretion allow the Stock Restrictions to lapse on some or all of the Performance Restricted Stock, calculated as set forth in subsection (c) or in such other manner as the Committee directs.

(c) As soon as reasonably practicable following the end of the Performance Period, the Committee shall calculate, as set forth in Schedule 1, the number of shares on which the Stock Restrictions would have lapsed if Employee's employment or Performance Share Award had not been terminated prior to the certification. That number shall then be prorated in a manner consistent with Wolverine's historical practice, as determined by Wolverine, and the prorated number of shares shall be the number of shares of Performance Restricted Stock on which the Stock Restrictions shall lapse. The remainder of the Performance Share Award shall be forfeited.

6. Employment by Wolverine. The award of Performance Restricted Stock under this Agreement shall not impose upon Wolverine or any of its Subsidiaries any obligation to retain Employee in its employ for any given period or upon any specific terms of employment. Wolverine or any of its Subsidiaries may at any time dismiss Employee from employment, free from any liability or claim under the Plan or this Agreement, unless otherwise expressly provided in any written agreement with Employee.

7. Stockholder Rights. During the Restricted Period, Employee shall have all voting and liquidation rights with respect to the Performance Restricted Stock held of record by Employee as if Employee held unrestricted common stock; provided, however, that the portion of any Performance Share Award on which the Stock Restrictions have not lapsed shall be subject to any restrictions on transferability or risks of forfeiture imposed pursuant to this Agreement or the Plan. Any cash and stock dividends with respect to any Performance Restricted Stock will be withheld by the Company for the Award Recipient's account and will be paid upon the lapsing of the Stock Restrictions imposed on the Performance Restricted Stock in respect of which the dividends were paid, and any dividends deferred in respect of any Performance Restricted Stock will be forfeited upon the forfeiture of such Performance Restricted Stock. Any noncash dividends or distributions paid with respect to shares of Performance Restricted Stock on which the Stock Restrictions have not lapsed shall be subject to the same restrictions as those relating to the Performance Restricted Stock awarded under this Agreement. After the restrictions applicable to the Performance Restricted Stock lapse, Employee shall have all stockholder rights, including the right to transfer the shares, subject to such conditions as Wolverine may reasonably specify to ensure compliance with federal and state securities laws.

8. Withholding. Wolverine and any of its Subsidiaries shall be entitled to (a) withhold and deduct from Employee's future wages (or from other amounts that may be due and owing to Employee from Wolverine or a Subsidiary), or make other arrangements for the collection of, all legally required amounts necessary to satisfy any and all federal, state, and local withholding and employment-related tax requirements attributable to the Performance Restricted Stock award under this Agreement, including, without limitation, the award or lapsing of Stock Restrictions on the Performance Restricted Stock; or (b) require Employee promptly to remit the amount of such withholding to Wolverine or a subsidiary before taking any action with respect to the Performance Restricted Stock. Unless the Committee provides otherwise, withholding may be satisfied by withholding common stock to be received or by delivery to Wolverine or a subsidiary of previously owned common stock of Wolverine.

9. Effective Date. This award of Performance Restricted Stock shall be effective as of the grant date set forth in the grant.

10. Amendment. This Agreement shall not be modified except in a writing executed by the parties hereto.

11. Agreement Controls. The Plan is incorporated in this Agreement by reference. Capitalized terms not defined in this Agreement shall have those meanings provided in the Plan. In the

event of any conflict between the terms of this Agreement and the terms of the Plan, the provisions of the Agreement shall control.

ATTACHMENT 1 TO PERFORMANCE SHARE AWARD AGREEMENT

The “Incentive Award” for the Employee will be the number of shares of Performance Restricted Stock on which the Stock Restrictions shall lapse, calculated as:

[(OverallAwardPercentage x IncentiveAwardPercentage x ApplicableEarnings)/MarketPrice]

rounded up to the nearest whole number, where:

Overall Award Percentage will be the sum of (i) the BVA Award Percentage multiplied by the BVA Factor, and (ii) the EPS Award Percentage multiplied by the EPS Factor, but in no event shall the Overall Award Percentage exceed the Award Cap for the Employee. If the Overall Award Percentage calculated for the Employee is greater than the Award Cap, the Overall Award Percentage shall be reduced to the Award Cap to calculate the Incentive Award.

1. BVA Award Percentage will be calculated as follows:

If the Cumulative BVA is < Threshold BVA, BVA Award Percentage = 0%

If the Cumulative BVA is ≥ Threshold BVA and < Target BVA, BVA Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative BVA} - \text{Threshold BVA})}{(\text{Target BVA} - \text{Threshold BVA})}\right] x\ 0.5\right] + 0.5\right) x100$$

If the Cumulative BVA is ≥ Target BVA and < Goal BVA, BVA Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative BVA} - \text{Target BVA})}{(\text{Goal BVA} - \text{Target BVA})}\right] x\ 0.5\right] + 1.0\right) x100$$

If the Cumulative BVA is ≥ Goal BVA and < Stretch BVA, BVA Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative BVA} - \text{Goal BVA})}{(\text{Stretch BVA} - \text{Goal BVA})}\right] x\ 0.5\right] + 1.5\right) x100$$

If the Cumulative BVA is ≥ Stretch BVA, BVA Award Percentage = Award Cap

2. EPS Award Percentage will be calculated as follows:

If the Cumulative EPS is < Threshold EPS, EPS Award Percentage = 0%

If the Cumulative EPS is ≥ Threshold EPS and < Target EPS, EPS Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative EPS - Threshold EPS})}{(\text{Target EPS - Threshold EPS})}\right] x\ 0.5\right] + 0.5\right) x100$$

If the Cumulative EPS is ≥ Target EPS and < Goal EPS, EPS Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative EPS - Target EPS})}{(\text{Goal EPS - Target EPS})}\right] x\ 0.5\right] + 1.0\right) x100$$

If the Cumulative EPS is ≥ Goal EPS and < Stretch EPS, EPS Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative EPS - Goal EPS})}{(\text{Stretch EPS - Goal EPS})}\right] x\ 0.5\right] + 1.5\right) x100$$

If the Cumulative EPS is ≥ Stretch EPS, EPS Award Percentage = Award Cap

and the other defined terms shall have the following meanings:

Applicable Earnings	The Earnings amount used to calculate the Performance Share Award for the Award Recipient.
Award Cap	The maximum percentage of the Incentive Award that the Award Recipient may receive for the Performance Period upon achievement of "stretch" goal, used to calculate the Performance Share Award for the Award Recipient.
Award Recipient	An employee of the Company to whom the Compensation Committee of the Board of Directors or the Board of Directors grants a Performance Share Award, for such portion of the Performance Period as the Committee determines.
BVA	An economic value added measurement that equals the operating income for a Fiscal Year reduced by (i) a provision for income taxes equal to the operating income multiplied by the Company's total effective tax rate for the same Fiscal Year; and (ii) a capital charge equal to a 14-point average of "net operating assets" at the beginning and end of a Fiscal Year (with "net operating assets" defined as the net of trade receivables (net of reserves), inventory (net of reserves), other current assets, property, plant and equipment, trade payables and accrued liabilities) multiplied by 10%, as adjusted by resolution of the Compensation Committee.
Cumulative BVA	The sum of the BVA for each of the Fiscal Years in the Performance Period.
Cumulative EPS	The sum of the EPS for each of the Fiscal Years in the Performance Period.

Earnings	An Award Recipient's base salary as of the end of the Performance Period.
EPS	The total after-tax profits for a Fiscal Year divided by the fully-diluted weighted average shares outstanding during the Fiscal Year, as adjusted by resolution of the Compensation Committee.
Fiscal Year	The fiscal year of the Company for financial reporting purposes as the Company may adopt from time to time.
Incentive Award Percentage	The Incentive Award Percentage used to calculate the Performance Share Award for the Award Recipient.
Market Price	The closing market price of shares of Common Stock reported on the New York Stock Exchange (or any successor exchange that is the primary stock exchange for trading of Common Stock) on the date the award is granted by the Compensation Committee.
Stock Restrictions	Restrictions on the common stock covered by the Performance Share Award, as set forth in the Plan and the Performance Share Award Agreement.
Performance Period	The three year period beginning on the first day of the Company's 2015 Fiscal Year and ending on the last day of the Company's 2017 Fiscal Year.
BVA Factor	As set by the Compensation Committee.
Threshold BVA	As set by the Compensation Committee.
Target BVA	As set by the Compensation Committee.
Goal BVA	As set by the Compensation Committee.
Stretch BVA	As set by the Compensation Committee.
EPS Factor	As set by the Compensation Committee.
Threshold EPS	As set by the Compensation Committee.
Target EPS	As set by the Compensation Committee.
Goal EPS	As set by the Compensation Committee.
Stretch EPS	As set by the Compensation Committee.

FORM OF PERFORMANCE SHARE AWARD AGREEMENT

Performance Share Agreement #

PERFORMANCE SHARE AWARD AGREEMENT

This Performance Share Award Agreement ("Agreement") is made as of the award date set forth in the grant, between WOLVERINE WORLD WIDE, INC., a Delaware corporation ("Wolverine" or the "Company"), and the employee accepting the grant ("Employee").

Wolverine's Stock Incentive Plan of 2013 (the "Plan") has been approved by the Company's shareholders and is administered by the Compensation Committee of Wolverine's Board of Directors (the "Committee"). The Committee may award restricted stock as all or part of an incentive award under the Plan.

The Committee has determined that Employee is eligible to participate in the Plan, the Employee's participation level, and the criteria for the award. The Committee has awarded to Employee shares of Wolverine's common stock subject to terms, conditions and restrictions contained in this Agreement and in the Plan (the "Performance Share Award"). Employee acknowledges receipt of a copy of the Plan and accepts this Performance Share Award subject to all of those terms, conditions and restrictions.

1. Award. Wolverine hereby awards to Employee a number of shares of Wolverine's common stock, $1 par value, as set forth in the grant (the "Performance Restricted Stock"). The Performance Restricted Stock is subject to the restrictions imposed under this Agreement and the Plan ("Stock Restrictions"). The periods during which Performance Restricted Stock is subject to the Stock Restrictions shall be known as "Restricted Periods." Unless otherwise determined by the Committee, Employee's "Incentive Award" will be the number of shares of Performance Restricted Stock on which the Stock Restrictions shall lapse.

2. Transferability. Until the Stock Restrictions lapse as set forth in section 3 below, the Plan provides that Performance Restricted Stock is generally not transferable by Employee except by will or according to the laws of descent and distribution. The Plan further provides that all rights with respect to the Performance Restricted Stock are exercisable during Employee's lifetime only by Employee, Employee's guardian, or legal representative. Wolverine shall place an appropriate legend upon any certificate representing shares of Performance Restricted Stock and may also issue appropriate stop transfer instructions to its transfer agent with respect to such shares.

3. Lapsing of Restrictions. Except as otherwise provided in this Agreement or by action of the Committee, the Stock Restrictions imposed on the Performance Restricted Stock shall lapse as set forth in Attachment 1, prorated in a manner consistent with Wolverine's historical practice, as determined by Wolverine, to reflect employment starting after the beginning of the Performance Period or selection to receive Performance Restricted Stock after February of the first year of the Performance Period, if applicable.

4. Registration and Listing; Securities Laws.

(a) The Performance Share Award is conditioned upon (i) the effective registration or exemption of the Plan and the shares of Performance Restricted Stock under the Securities Act of 1933 and applicable state or foreign securities laws, and (ii) the effective listing of the common stock on the New York Stock Exchange.

(b) Employee hereby represents and warrants that Employee is receiving the Performance Restricted Stock for Employee's own account and investment and without any intent to resell or distribute the Performance Restricted Stock. Employee shall not resell or distribute the Performance Restricted Stock after any Restricted Period except in compliance with such conditions as Wolverine may reasonably specify to ensure compliance with federal and state securities laws.

5. Termination of Employment Status.

(a) Except as set forth in subsection (b), Employee:

(i) must be an employee of the Company or one of its Subsidiaries at the time the Committee certifies the achievement of the Performance Period performance criteria for the Stock Restrictions to lapse on any portion of the Performance Share Award; and

(ii) shall forfeit the entire Performance Share Award if, before such certification, Employee's employment with Wolverine and its Subsidiaries terminates (the "Employment Termination") or the Committee terminates Employee's Performance Share Award for the Performance Period ("Award Termination").

(b) If the Employment Termination is:

(i) due to Employee's:

(1) disability (as defined in Wolverine's long-term disability plan);
(2) death;
(3) voluntary termination after Employee has attained 50 years of age and seven years of service as an employee of Wolverine or its Subsidiaries, or 62 years of age, or such other age or years of service as may be determined by the Committee in its sole discretion; or

(ii) due to such other circumstances as the Committee in its discretion allows;

then the number of shares of Performance Restricted Stock on which the Stock Restrictions lapse at the end of the Performance Period shall be calculated as set forth in subsection (c) or in such other manner as the Committee directs. If there is an Award Termination, the Committee may in its discretion allow the Stock Restrictions to lapse on some or all of the Performance Restricted Stock, calculated as set forth in subsection (c) or in such other manner as the Committee directs.

(c) As soon as reasonably practicable following the end of the Performance Period, the Committee shall calculate, as set forth in Schedule 1, the number of shares on which the Stock Restrictions would have lapsed if Employee's employment or Performance Share Award had not been terminated prior to the certification. That number shall then be prorated in a manner consistent with Wolverine's historical practice, as determined by Wolverine, and the prorated number of shares shall be the number of shares of Performance Restricted Stock on which the Stock Restrictions shall lapse. The remainder of the Performance Share Award shall be forfeited.

6. Employment by Wolverine. The award of Performance Restricted Stock under this Agreement shall not impose upon Wolverine or any of its Subsidiaries any obligation to retain Employee in its employ for any given period or upon any specific terms of employment. Wolverine or any of its Subsidiaries may at any time dismiss Employee from employment, free from any liability or claim under the Plan or this Agreement, unless otherwise expressly provided in any written agreement with Employee.

7. Stockholder Rights. During the Restricted Period, Employee shall have all voting and liquidation rights with respect to the Performance Restricted Stock held of record by Employee as if Employee held unrestricted common stock; provided, however, that the portion of any Performance Share Award on which the Stock Restrictions have not lapsed shall be subject to any restrictions on transferability or risks of forfeiture imposed pursuant to this Agreement or the Plan. Any cash and stock dividends with respect to any Performance Restricted Stock will be withheld by the Company for the Award Recipient's account and will be paid upon the lapsing of the Stock Restrictions imposed on the Performance Restricted Stock in respect of which the dividends were paid, and any dividends deferred in respect of any Performance Restricted Stock will be forfeited upon the forfeiture of such Performance Restricted Stock. Any noncash dividends or distributions paid with respect to shares of Performance Restricted Stock on which the Stock Restrictions have not lapsed shall be subject to the same restrictions as those relating to the Performance Restricted Stock awarded under this Agreement. After the restrictions applicable to the Performance Restricted Stock lapse, Employee shall have all stockholder rights, including the right to transfer the shares, subject to such conditions as Wolverine may reasonably specify to ensure compliance with federal and state securities laws.

8. Withholding. Wolverine and any of its Subsidiaries shall be entitled to (a) withhold and deduct from Employee's future wages (or from other amounts that may be due and owing to Employee from Wolverine or a Subsidiary), or make other arrangements for the collection of, all legally required amounts necessary to satisfy any and all federal, state, and local withholding and employment-related tax requirements attributable to the Performance Restricted Stock award under this Agreement, including, without limitation, the award or lapsing of Stock Restrictions on the Performance Restricted Stock; or (b) require Employee promptly to remit the amount of such withholding to Wolverine or a subsidiary before taking any action with respect to the Performance Restricted Stock. Unless the Committee provides otherwise, withholding may be satisfied by withholding common stock to be received or by delivery to Wolverine or a subsidiary of previously owned common stock of Wolverine.

9. Effective Date. This award of Performance Restricted Stock shall be effective as of the grant date set forth in the grant.

10. Amendment. This Agreement shall not be modified except in a writing executed by the parties hereto.

11. Agreement Controls. The Plan is incorporated in this Agreement by reference. Capitalized terms not defined in this Agreement shall have those meanings provided in the Plan. In the

event of any conflict between the terms of this Agreement and the terms of the Plan, the provisions of the Agreement shall control.

ATTACHMENT 1 TO PERFORMANCE SHARE AWARD AGREEMENT

The "Incentive Award" for the Employee will be the number of shares of Performance Restricted Stock on which the Stock Restrictions shall lapse. The "Incentive Award" shall be zero shares, however, if the Company's revenue for the Performance Period is below the Revenue Threshold. If Company's revenue for the Performance Period is equal to or greater than the Revenue Threshold, then the Incentive Award shall be calculated as:

[(OverallAwardPercentage x IncentiveAwardPercentage x ApplicableEarnings)/MarketPrice]

rounded up to the nearest whole number, where:

Overall Award Percentage will be the sum of (i) the BVA Award Percentage multiplied by the BVA Factor, and (ii) the EPS Award Percentage multiplied by the EPS Factor, but in no event shall the Overall Award Percentage exceed the Award Cap for the Employee. If the Overall Award Percentage calculated for the Employee is greater than the Award Cap, the Overall Award Percentage shall be reduced to the Award Cap to calculate the Incentive Award.

1. BVA Award Percentage will be calculated as follows:

If the Cumulative BVA is < Threshold BVA, BVA Award Percentage = 0%

If the Cumulative BVA is ≥ Threshold BVA and < Target BVA, BVA Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative BVA - Threshold BVA})}{(\text{Target BVA - Threshold BVA})}\right] x\ 0.5\right] + 0.5\right) x100$$

If the Cumulative BVA is ≥ Target BVA and < Goal BVA, BVA Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative BVA - Target BVA})}{(\text{Goal BVA - Target BVA})}\right] x\ 0.5\right] + 1.0\right) x100$$

If the Cumulative BVA is ≥ Goal BVA and < Stretch BVA, BVA Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative BVA - Goal BVA})}{(\text{Stretch BVA - Goal BVA})}\right] x\ 0.5\right] + 1.5\right) x100$$

If the Cumulative BVA is ≥ Stretch BVA, BVA Award Percentage = Award Cap

2. EPS Award Percentage will be calculated as follows:

If the Cumulative EPS is < Threshold EPS, EPS Award Percentage = 0%

If the Cumulative EPS is ≥ Threshold EPS and < Target EPS, EPS Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative EPS - Threshold EPS})}{(\text{Target EPS - Threshold EPS})}\right] \text{x } 0.5\right] + 0.5\right) \text{x} 100$$

If the Cumulative EPS is ≥ Target EPS and < Goal EPS, EPS Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative EPS - Target EPS})}{(\text{Goal EPS - Target EPS})}\right] \text{x } 0.5\right] + 1.0\right) \text{x} 100$$

If the Cumulative EPS is ≥ Goal EPS and < Stretch EPS, EPS Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative EPS - Goal EPS})}{(\text{Stretch EPS - Goal EPS})}\right] \text{x } 0.5\right] + 1.5\right) \text{x} 100$$

If the Cumulative EPS is ≥ Stretch EPS, EPS Award Percentage = Award Cap

and the other defined terms shall have the following meanings:

Applicable Earnings	The Earnings amount used to calculate the Performance Share Award for the Award Recipient.
Award Cap	The maximum percentage of the Incentive Award that the Award Recipient may receive for the Performance Period upon achievement of "stretch" goal, used to calculate the Performance Share Award for the Award Recipient.
Award Recipient	An employee of the Company to whom the Compensation Committee of the Board of Directors or the Board of Directors grants a Performance Share Award, for such portion of the Performance Period as the Committee determines.
BVA	An economic value added measurement that equals the operating income for a Fiscal Year reduced by (i) a provision for income taxes equal to the operating income multiplied by the Company's total effective tax rate for the same Fiscal Year; and (ii) a capital charge equal to a 14-point average of "net operating assets" at the beginning and end of a Fiscal Year (with "net operating assets" defined as the net of trade receivables (net of reserves), inventory (net of reserves), other current assets, property, plant and equipment, trade payables and accrued liabilities) multiplied by 10%, as adjusted by resolution of the Compensation Committee.
Cumulative BVA	The sum of the BVA for each of the Fiscal Years in the Performance Period.

Cumulative EPS	The sum of the EPS for each of the Fiscal Years in the Performance Period.
Earnings	An Award Recipient’s base salary as of the end of the Performance Period.
EPS	The total after-tax profits for a Fiscal Year divided by the fully-diluted weighted average shares outstanding during the Fiscal Year, as adjusted by resolution of the Compensation Committee.
Fiscal Year	The fiscal year of the Company for financial reporting purposes as the Company may adopt from time to time.
Incentive Award Percentage	The Incentive Award Percentage used to calculate the Performance Share Award for the Award Recipient.
Market Price	The closing market price of shares of Common Stock reported on the New York Stock Exchange (or any successor exchange that is the primary stock exchange for trading of Common Stock) on February 6, 2013.
Stock Restrictions	Restrictions on the common stock covered by the Performance Share Award, as set forth in the Plan and the Performance Share Award Agreement.
Performance Period	The Company’s 2015 Fiscal Year.
Revenue Threshold	As set by the Compensation Committee.
BVA Factor	As set by the Compensation Committee.
Threshold BVA	As set by the Compensation Committee.
Target BVA	As set by the Compensation Committee.
Goal BVA	As set by the Compensation Committee.
Stretch BVA	As set by the Compensation Committee.
EPS Factor	As set by the Compensation Committee.
Threshold EPS	As set by the Compensation Committee.
Target EPS	As set by the Compensation Committee.
Goal EPS	As set by the Compensation Committee.
Stretch EPS	As set by the Compensation Committee.

Exhibit 10.27

FORM OF PERFORMANCE SHARE AWARD AGREEMENT

Performance Share Agreement #

PERFORMANCE SHARE AWARD AGREEMENT

This Performance Share Award Agreement ("Agreement") is made as of the award date set forth in the grant, between WOLVERINE WORLD WIDE, INC., a Delaware corporation ("Wolverine" or the "Company"), and the employee accepting the grant ("Employee").

Wolverine's Stock Incentive Plan of 2013 (the "Plan") has been approved by the Company's shareholders and is administered by the Compensation Committee of Wolverine's Board of Directors (the "Committee"). The Committee may award restricted stock as all or part of an incentive award under the Plan.

The Committee has determined that Employee is eligible to participate in the Plan, the Employee's participation level, and the criteria for the award. The Committee has awarded to Employee shares of Wolverine's common stock subject to terms, conditions and restrictions contained in this Agreement and in the Plan (the "Performance Share Award"). Employee acknowledges receipt of a copy of the Plan and accepts this Performance Share Award subject to all of those terms, conditions and restrictions.

1. Award. Wolverine hereby awards to Employee a number of shares of Wolverine's common stock, $1 par value, as set forth in the grant (the "Performance Restricted Stock"). The Performance Restricted Stock is subject to the restrictions imposed under this Agreement and the Plan ("Stock Restrictions"). The periods during which Performance Restricted Stock is subject to the Stock Restrictions shall be known as "Restricted Periods." Unless otherwise determined by the Committee, Employee's "Incentive Award" will be the number of shares of Performance Restricted Stock on which the Stock Restrictions shall lapse.

2. Transferability. Until the Stock Restrictions lapse as set forth in section 3 below, the Plan provides that Performance Restricted Stock is generally not transferable by Employee except by will or according to the laws of descent and distribution. The Plan further provides that all rights with respect to the Performance Restricted Stock are exercisable during Employee's lifetime only by Employee, Employee's guardian, or legal representative. Wolverine shall place an appropriate legend upon any certificate representing shares of Performance Restricted Stock and may also issue appropriate stop transfer instructions to its transfer agent with respect to such shares.

3. Lapsing of Restrictions. Except as otherwise provided in this Agreement or by action of the Committee, the Stock Restrictions imposed on the Performance Restricted Stock shall lapse as set forth in Attachment 1, prorated in a manner consistent with Wolverine's historical practice, as determined by Wolverine, to reflect employment starting after the beginning of the Performance Period or selection to receive Performance Restricted Stock after February of the first year of the Performance Period, if applicable.

4. Registration and Listing; Securities Laws.

(a) The Performance Share Award is conditioned upon (i) the effective registration or exemption of the Plan and the shares of Performance Restricted Stock under the Securities Act of 1933 and applicable state or foreign securities laws, and (ii) the effective listing of the common stock on the New York Stock Exchange.

(b) Employee hereby represents and warrants that Employee is receiving the Performance Restricted Stock for Employee's own account and investment and without any intent to resell or distribute the Performance Restricted Stock. Employee shall not resell or distribute the Performance Restricted Stock after any Restricted Period except in compliance with such conditions as Wolverine may reasonably specify to ensure compliance with federal and state securities laws.

5. Termination of Employment Status.

(a) Except as set forth in subsection (b), Employee:

(i) must be an employee of the Company or one of its Subsidiaries at the time the Committee certifies the achievement of the Performance Period performance criteria for the Stock Restrictions to lapse on any portion of the Performance Share Award; and

(ii) shall forfeit the entire Performance Share Award if, before such certification, Employee's employment with Wolverine and its Subsidiaries terminates (the "Employment Termination") or the Committee terminates Employee's Performance Share Award for the Performance Period ("Award Termination").

(b) If the Employment Termination is:

(i) due to Employee's:

(1) disability (as defined in Wolverine's long-term disability plan);
(2) death;
(3) voluntary termination after Employee has attained 50 years of age and seven years of service as an employee of Wolverine or its Subsidiaries, or 62 years of age, or such other age or years of service as may be determined by the Committee in its sole discretion; or

(ii) due to such other circumstances as the Committee in its discretion allows;

then the number of shares of Performance Restricted Stock on which the Stock Restrictions lapse at the end of the Performance Period shall be calculated as set forth in subsection (c) or in such other manner as the Committee directs. If there is an Award Termination, the Committee may in its discretion allow the Stock Restrictions to lapse on some or all of the Performance Restricted Stock, calculated as set forth in subsection (c) or in such other manner as the Committee directs.

(c) As soon as reasonably practicable following the end of the Performance Period, the Committee shall calculate, as set forth in Schedule 1, the number of shares on which the Stock Restrictions would have lapsed if Employee's employment or Performance Share Award had not been terminated prior to the certification. That number shall then be prorated in a manner consistent with Wolverine's historical practice, as determined by Wolverine, and the prorated number of shares shall be the number of shares of Performance Restricted Stock on which the Stock Restrictions shall lapse. The remainder of the Performance Share Award shall be forfeited.

6. Employment by Wolverine. The award of Performance Restricted Stock under this Agreement shall not impose upon Wolverine or any of its Subsidiaries any obligation to retain Employee in its employ for any given period or upon any specific terms of employment. Wolverine or any of its Subsidiaries may at any time dismiss Employee from employment, free from any liability or claim under the Plan or this Agreement, unless otherwise expressly provided in any written agreement with Employee.

7. Stockholder Rights. During the Restricted Period, Employee shall have all voting and liquidation rights with respect to the Performance Restricted Stock held of record by Employee as if Employee held unrestricted common stock; provided, however, that the portion of any Performance Share Award on which the Stock Restrictions have not lapsed shall be subject to any restrictions on transferability or risks of forfeiture imposed pursuant to this Agreement or the Plan. Any cash and stock dividends with respect to any Performance Restricted Stock will be withheld by the Company for the Award Recipient's account and will be paid upon the lapsing of the Stock Restrictions imposed on the Performance Restricted Stock in respect of which the dividends were paid, and any dividends deferred in respect of any Performance Restricted Stock will be forfeited upon the forfeiture of such Performance Restricted Stock. Any noncash dividends or distributions paid with respect to shares of Performance Restricted Stock on which the Stock Restrictions have not lapsed shall be subject to the same restrictions as those relating to the Performance Restricted Stock awarded under this Agreement. After the restrictions applicable to the Performance Restricted Stock lapse, Employee shall have all stockholder rights, including the right to transfer the shares, subject to such conditions as Wolverine may reasonably specify to ensure compliance with federal and state securities laws.

8. Withholding. Wolverine and any of its Subsidiaries shall be entitled to (a) withhold and deduct from Employee's future wages (or from other amounts that may be due and owing to Employee from Wolverine or a Subsidiary), or make other arrangements for the collection of, all legally required amounts necessary to satisfy any and all federal, state, and local withholding and employment-related tax requirements attributable to the Performance Restricted Stock award under this Agreement, including, without limitation, the award or lapsing of Stock Restrictions on the Performance Restricted Stock; or (b) require Employee promptly to remit the amount of such withholding to Wolverine or a subsidiary before taking any action with respect to the Performance Restricted Stock. Unless the Committee provides otherwise, withholding may be satisfied by withholding common stock to be received or by delivery to Wolverine or a subsidiary of previously owned common stock of Wolverine.

9. Effective Date. This award of Performance Restricted Stock shall be effective as of the grant date set forth in the grant.

10. Amendment. This Agreement shall not be modified except in a writing executed by the parties hereto.

11. Agreement Controls. The Plan is incorporated in this Agreement by reference. Capitalized terms not defined in this Agreement shall have those meanings provided in the Plan. In the

event of any conflict between the terms of this Agreement and the terms of the Plan, the provisions of the Agreement shall control.

ATTACHMENT 1 TO PERFORMANCE SHARE AWARD AGREEMENT

The "Incentive Award" for the Employee will be the number of shares of Performance Restricted Stock on which the Stock Restrictions shall lapse. The "Incentive Award" shall be zero shares, however, if the Company's revenue for the Performance Period is below the Revenue Threshold. If Company's revenue for the Performance Period is equal to or greater than the Revenue Threshold, then the Incentive Award shall be calculated as:

[(OverallAwardPercentage x IncentiveAwardPercentage x ApplicableEarnings)/MarketPrice]

rounded up to the nearest whole number, where:

Overall Award Percentage will be the sum of (i) the BVA Award Percentage multiplied by the BVA Factor, and (ii) the EPS Award Percentage multiplied by the EPS Factor, but in no event shall the Overall Award Percentage exceed the Award Cap for the Employee. If the Overall Award Percentage calculated for the Employee is greater than the Award Cap, the Overall Award Percentage shall be reduced to the Award Cap to calculate the Incentive Award.

1. BVA Award Percentage will be calculated as follows:

If the Cumulative BVA is < Threshold BVA, BVA Award Percentage = 0%

If the Cumulative BVA is ≥ Threshold BVA and < Target BVA, BVA Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative BVA - Threshold BVA})}{(\text{Target BVA - Threshold BVA})}\right] x\ 0.5\right] + 0.5\right) x100$$

If the Cumulative BVA is ≥ Target BVA and < Goal BVA, BVA Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative BVA - Target BVA})}{(\text{Goal BVA - Target BVA})}\right] x\ 0.5\right] + 1.0\right) x100$$

If the Cumulative BVA is ≥ Goal BVA and < Stretch BVA, BVA Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative BVA - Goal BVA})}{(\text{Stretch BVA - Goal BVA})}\right] x\ 0.5\right] + 1.5\right) x100$$

If the Cumulative BVA is ≥ Stretch BVA, BVA Award Percentage = Award Cap

2. EPS Award Percentage will be calculated as follows:

If the Cumulative EPS is < Threshold EPS, EPS Award Percentage = 0%

If the Cumulative EPS is ≥ Threshold EPS and < Target EPS, EPS Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative EPS - Threshold EPS})}{(\text{Target EPS - Threshold EPS})}\right] x\ 0.5\right] + 0.5\right) x100$$

If the Cumulative EPS is ≥ Target EPS and < Goal EPS, EPS Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative EPS - Target EPS})}{(\text{Goal EPS - Target EPS})}\right] x\ 0.5\right] + 1.0\right) x100$$

If the Cumulative EPS is ≥ Goal EPS and < Stretch EPS, EPS Award Percentage =

$$\left(\left[\left[\frac{(\text{Cumulative EPS - Goal EPS})}{(\text{Stretch EPS - Goal EPS})}\right] x\ 0.5\right] + 1.5\right) x100$$

If the Cumulative EPS is ≥ Stretch EPS, EPS Award Percentage = Award Cap

and the other defined terms shall have the following meanings:

Applicable Earnings	The Earnings amount used to calculate the Performance Share Award for the Award Recipient.
Award Cap	The maximum percentage of the Incentive Award that the Award Recipient may receive for the Performance Period upon achievement of "stretch" goal, used to calculate the Performance Share Award for the Award Recipient.
Award Recipient	An employee of the Company to whom the Compensation Committee of the Board of Directors or the Board of Directors grants a Performance Share Award, for such portion of the Performance Period as the Committee determines.
BVA	An economic value added measurement that equals the operating income for a Fiscal Year reduced by (i) a provision for income taxes equal to the operating income multiplied by the Company's total effective tax rate for the same Fiscal Year; and (ii) a capital charge equal to a 14-point average of "net operating assets" at the beginning and end of a Fiscal Year (with "net operating assets" defined as the net of trade receivables (net of reserves), inventory (net of reserves), other current assets, property, plant and equipment, trade payables and accrued liabilities) multiplied by 10%, as adjusted by resolution of the Compensation Committee.

Cumulative BVA	The sum of the BVA for each of the Fiscal Years in the Performance Period.
Cumulative EPS	The sum of the EPS for each of the Fiscal Years in the Performance Period.
Earnings	An Award Recipient's base salary as of the end of the Performance Period.
EPS	The total after-tax profits for a Fiscal Year divided by the fully-diluted weighted average shares outstanding during the Fiscal Year, as adjusted by resolution of the Compensation Committee.
Fiscal Year	The fiscal year of the Company for financial reporting purposes as the Company may adopt from time to time.
Incentive Award Percentage	The Incentive Award Percentage used to calculate the Performance Share Award for the Award Recipient.
Market Price	The closing market price of shares of Common Stock reported on the New York Stock Exchange (or any successor exchange that is the primary stock exchange for trading of Common Stock) on February 11, 2014.
Stock Restrictions	Restrictions on the common stock covered by the Performance Share Award, as set forth in the Plan and the Performance Share Award Agreement.
Performance Period	The two-year period beginning on the first day of the Company's 2015 Fiscal Year and ending on the last day of the Company's 2016 Fiscal Year.
Revenue Threshold	As set by the Compensation Committee.
BVA Factor	As set by the Compensation Committee.
Threshold BVA	As set by the Compensation Committee.
Target BVA	As set by the Compensation Committee.
Goal BVA	As set by the Compensation Committee.
Stretch BVA	As set by the Compensation Committee.
EPS Factor	As set by the Compensation Committee.
Threshold EPS	As set by the Compensation Committee.
Target EPS	As set by the Compensation Committee.
Goal EPS	As set by the Compensation Committee.
Stretch EPS	As set by the Compensation Committee.

Exhibit 10.30

The following executive officers have a percentage benefit multiplier under the Supplemental Executive Retirement Plan (the “Plan” of 2.4% or 2.0%, as indicated below, in lieu of the 1.6% of final average monthly remuneration benefit multiplier described in the Plan:

2.4%	**2.0%**
Blake W. Krueger	Ted S. Gedra
	Donald T. Grimes
	Michael Jeppesen
	James D. Zwiers

Exhibit 10.45

OMNIBUS AMENDMENT

AMENDMENT, dated as of December 19, 2014 (this "Amendment"), to (i) the Amended and Restated Credit Agreement, dated as of October 10, 2013 (as amended or otherwise modified from time to time, the "Credit Agreement"), among WOLVERINE WORLD WIDE, INC., a Delaware corporation ("Borrower"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), WELLS FARGO BANK, NATIONAL ASSOCIATION, as syndication agent, BANK OF AMERICA, N.A., FIFTH THIRD BANK, PNC BANK, NATIONAL ASSOCIATION, SUMITOMO MITSUI BANKING CORPORATION, UNION BANK, N.A., and BBVA COMPASS BANK, as co-documentation agents, J.P. MORGAN EUROPE LIMITED, as foreign currency agent, and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent") and (ii) the Guarantee and Collateral Agreement, dated as of October 9, 2012 (as amended or otherwise modified from time to time, the "Guarantee and Collateral Agreement") made by the Borrower and certain of its Subsidiaries (the "Guarantors"; and the Borrower and each Guarantor, individually a "Grantor" and collectively, the "Grantors"), in favor of the Administrative Agent for each of the Secured Parties (as defined in the Credit Agreement).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make, and have made, certain loans and other extensions of credit to the Borrower;

WHEREAS, Section 10.1 of the Credit Agreement permits the Borrower to amend the Credit Agreement and any other Loan Document, with the written consent of the Administrative Agent, the Loan Parties party thereto and the Required Lenders;

WHEREAS, for a receivables financing to qualify as a "Qualified Receivables Transaction" under the Credit Agreement, the Administrative Agent and the Required Lenders must find the terms and conditions of such transaction acceptable;

WHEREAS, the Borrower has requested that (a) certain amendments and modifications be made to the Credit Agreement and the Guarantee and Collateral Agreement as set forth herein and (b) the Administrative Agent and the Required Lenders consent to the terms of a proposed Qualified Receivables Transaction;

WHEREAS, each Lender that executes and delivers this Amendment agrees to the amendments and modifications to the Credit Agreement and Guarantee and Collateral Agreement set forth herein; and

WHEREAS, the Administrative Agent and each Lender that executes and delivers this Amendment find the terms of the proposed receivables financing and proposed lien release acceptable;

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

SECTION 2. Effective Date. This Amendment shall become effective as of the date (the "Effective Date") on which the conditions set forth in this Section 2 have been satisfied:

(a) Amendment. The Administrative Agent shall have received this Amendment, executed and delivered by the Administrative Agent, the Borrower, the other Loan Parties party to the Guarantee and Collateral

Agreement (the Borrower and such Loan Parties, collectively, the "Reaffirming Parties") and the Required Lenders.

(b) [Intentionally omitted].

(c) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents is true and correct in all material respects (except for any representation or warranty which is already qualified as to materiality or by reference to Material Adverse Effect, which is true and correct in all respects) on and as of the date hereof as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date.

(d) No Default. No Default or Event of Default shall have occurred and be continuing on the date hereof or after giving effect to this Amendment.

SECTION 3. Representations and Warranties. The Borrower represents and warrants to each of the Lenders and the Administrative Agent that, as of the Effective Date, (a) entry into this Amendment is within the Borrower's corporate powers, (b) this Amendment has been duly authorized by all necessary corporate, stockholder and shareholder action of the Borrower and (c) assuming due execution and delivery by all parties other than the Borrower, the Credit Agreement, as amended by this Amendment, constitutes a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 4. Amendments to the Credit Agreement and Guarantee and Collateral Agreement.

(a) Section 1.1 of the Credit Agreement is hereby amended by:

(i) adding the following defined terms in appropriate alphabetical order:

"Qualified Receivables Account": the account of Borrower at JP Morgan Chase Bank, N.A., Account #: 663216005, which account shall be designated to receive amounts owing with respect to the Purchased Receivables (as defined in the Receivables Purchase Agreement), and any other Deposit Account approved upon request of Borrower by Administrative Agent as a Collection Account (as defined in the Receivables Purchase Agreement).

"Receivables Purchase Agreement": the Receivables Purchase Agreement to be dated on or around December 22, 2014 between Borrower, certain subsidiaries of Borrower, and HSBC Bank USA, N.A., a national banking association, as amended, supplemented, restated or otherwise modified from time to time; provided, however, that any references in this Agreement to the Receivables Purchase Agreement shall be to such agreement without giving effect to any amendment, supplement, restatement or other modification thereto that are adverse to the Administrative Agent and/or the Lenders, unless such amendment, supplement, restatement or other modification has been consented to by the Required Lenders.

(ii) amending the definition of "Excluded Account" by (i) deleting the word "or" immediately prior to clause (iii) thereof and substituting in lieu thereof a "," and (ii) inserting immediately after clause (iii) thereof the text "or (iv) which is a Qualified Receivables Account".

(iii) amending the definition of "Factoring Indebtedness" by inserting immediately after the text "sold by" the text "the Borrower or".

(b) Article VI of the Credit Agreement is hereby amended by adding the following as a new Section 6.14:

"Section 6.14 Qualified Receivables Account. Use commercially reasonable efforts to ensure that only Purchased Receivables (as defined in the Receivables Purchase Agreement) are deposited into the Qualified Receivables Account and, to the extent any other property or assets are deposited into the Qualified Receivables Account, to promptly remit such property or assets to a Deposit Account or Securities Account (as applicable), in each case that is not an Excluded Account."

(c) Section 7.3(h) of the Credit Agreement is hereby amended by adding the following immediately at the end thereof:

", including Liens granted on any Qualified Receivables Account in favor of the financial institution counterparty to the applicable Qualified Receivables Transaction"

(d) Section 8(f)(i)(A) of the Credit Agreement is hereby amended by inserting immediately after the text "liquidation, dissolution" the text "(other than, for the avoidance of doubt, any liquidation or dissolution permitted by Sections 7.4(b) or 7.4(c)(i))".

(e) The definition of "Excluded Collateral" in the Guarantee and Collateral Agreement is hereby amended by (i) deleting the word "and" immediately prior to clause (vii) thereof, (ii) deleting the period at the end of clause (vii) and inserting immediately thereafter "; and" and (iii) inserting immediately after clause (vii) thereof the text "(viii) any Qualified Receivables Account.".

SECTION 5. Qualified Receivables Transaction. (a) The Administrative Agent and the Required Lenders hereby agree that all of the terms and conditions of the receivables financing contemplated by the Receivables Purchase Agreement, including without limitation the amount and type of any recourse to the Borrower or any Restricted Subsidiary with respect to the assets transferred, are acceptable to the Administrative Agent and the Required Lenders.

(b) The Required Lenders hereby (i) agree that all of the terms and conditions of the release over security interests in the Qualified Receivables Account attached on Annex I hereto (the "Release"), are acceptable to the Required Lenders and (ii) authorize and direct the Administrative Agent to enter into the Release.

SECTION 6. Dissolution. Notwithstanding any other provision in the Loan Documents, the liquidation or dissolution of any Subsidiary (including any Issuer) in compliance with Section 7.4(b) or (c) of the Credit Agreement shall not constitute a Default or Event of Default.

SECTION 7. Effect of Amendment.

(a) Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Other than as expressly set forth herein, nothing herein shall be deemed to entitle the Borrower to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. Nothing in this Amendment shall be deemed to be a novation of any obligations under the Credit Agreement or any other Loan Document.

(b) On and after the Effective Date, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the Credit Agreement in any other Loan Document shall be deemed a reference to the Credit Agreement as amended hereby. On and after the Effective Date, each reference in the Guarantee and Collateral Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the Guarantee and Collateral Agreement in any other Loan Document shall be deemed a reference to the Credit Agreement as amended hereby. This Amendment shall constitute a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 8. General.

(a) Reaffirmation. Each of the Reaffirming Parties hereby:

(i) consents to this Amendment and the transactions contemplated thereby and hereby confirms its guarantees, pledges, grants of security interests, acknowledgments, obligations and consents under the Guarantee and Collateral Agreement and the other Security Documents and Loan Documents to which it is a party, in each case as amended hereby. and agrees that notwithstanding the effectiveness of this Amendment and the consummation of the transactions contemplated thereby, such guarantees, pledges, grants of security interests, acknowledgments, obligations and consents shall be, and continue to be, in full force and effect except as expressly set forth herein,

(ii) ratifies the Security Documents and the other Loan Documents to which it is a party, in each case as amended hereby,

(iii) confirms that all of the Liens and security interests created and arising under the Security Documents remain in full force and effect on a continuous basis, unimpaired, uninterrupted and undischarged, and having the same perfected status and priority as collateral security for the Obligations as existed prior to giving effect to this Amendment, except as expressly set forth herein,

(iv) agrees that each of the representations and warranties made by each Reaffirming Party in the Security Documents is true and correct as to it in all material respects on and as of the date hereof (unless any such representation or warranty expressly relates to a given date, in which case such representation or warranty was true and correct in all material respects as of such given date), and

(v) agrees that it shall take any action reasonably requested by the Administrative Agent in order to confirm or effect the intent of this Agreement.

(b) No Novation. Except to the extent expressly set forth herein, this Amendment shall not extinguish the obligations outstanding under the Security Documents or the other Loan Documents or discharge or release the lien or priority of the Security Documents. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Security Documents or the other Loan Documents or instruments securing the same, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith. Except to the extent expressly set forth herein, nothing implied in this Amendment or in any other document contemplated hereby or thereby shall be construed as a release or other discharge of any of Borrower or any other Loan Party from any of its obligations and liabilities as a “Borrower,” “Guarantor,” “Loan Party,” “Obligor” or “Grantor” under the Credit Agreement, the Security Documents or any other Loan Document. Each of the Credit Agreement and the Security Documents remains in full force and effect except to the extent modified hereby or in connection herewith.

(c) GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(d) Costs and Expenses. The Borrower agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Amendment, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent.

(e) Counterparts. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Amendment by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

(f) Headings. The headings of this Amendment are used for convenience of reference only, are not part of this Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this Amendment.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

WOLVERINE WORLD WIDE, INC., as Borrower

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: SVP, CFO & Treasurer

WOLVERINE OUTDOORS, INC.
By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: VP & Treasurer

HUSH PUPPIES RETAIL, INC.

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: VP & Treasurer

OPEN WATER VENTURES, LLC

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: VP & Treasurer

THE STRIDE RITE CORPORATION

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: VP & Treasurer

WOLVERINE DISTRIBUTION, INC.

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: VP & Treasurer

SAUCONY, INC.

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: VP & Treasurer

SPERRY TOP-SIDER, LLC

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: VP & Treasurer

KEDS, LLC

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: VP & Treasurer

STRIDE RITE CHILDREN'S GROUP, LLC

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: VP & Treasurer

STRIDE RITE INVESTMENT CORPORATION

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: VP & Treasurer

SR HOLDINGS, LLC

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: VP & Treasurer

SAUCONY IP HOLDINGS LLC

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: VP & Treasurer

SRL, LLC

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: VP & Treasurer

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

By: /s/ Krys Szremski

Name: Krys Szremski
Title: Vice President

Wells Fargo Bank, N.A.,
as a Lender

By: /s/ Charles W. Lott
Name: Charles W. Lott
Title: SVP

Fifth Third Bank,
as a Lender

By: /s/ Yael Eisenberg
Name: Yael Eisenberg
Title: Asst. Vice President

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Arthur F. Gray
Name: Arthur F. Gray
Title: Senior Vice President

BANK OF AMERICA N.A.,
as a Lender

By: /s/ Jennifer E. Brown
Name: Jennifer E. Brown
Title: Vice President

Sumitomo Mitsui Banking Corporation ,
as a Lender

By: /s/ David W. Kee
Name: David W. Kee
Title: Managing Director

MUFG Union Bank N.A., f/k/a Union Bank N.A. ,
as a Lender

By: /s/ Michael Gardner
Name: Michael Gardner
Title: Director

COMPASS BANK,
as a Lender

By: /s/ Debbie Sowards
Name: Debbie Sowards
Title: Sr. Vice President

BRANCH BANKING & TRUST COMPANY,
as a Lender

By: /s/ Brian J. Blomeke
Name: Brian J. Blomeke
Title: Senior Vice President

Citizens Bank, N.A. as successor to RBS Citizens N.A.,

as a Lender

By: /s/ M. James Barry

Name: M. James Barry
Title: Sr. Vice President

HSBC Bank USA, N.A.,
as a Lender

By: /s/ Andrew Bicker
Name: Andrew Bicker
Title: Senior Vice President

KeyBank National Association,
as a Lender

By: /s/ Marianne T. Meil
Name: Marianne T. Meil
Title: Senior Vice President

THE HUNTINGTON NATIONAL BANK,
as a Lender

By: /s/ Michael Kiss
Name: Michael Kiss
Title: Vice President

Regions Bank,
as a Lender

By: /s/ Darius Sutrinaitis
Name: Darius Sutrinaitis
Title: Vice President

THE NORTHERN TRUST COMPANY ,
as a Lender

By: /s/ Wicks Barkhausen
Name: Wicks Barkhausen
Title: Second Vice President

The Private Bank & Trust Co.,
as a Lender

By: /s/ Mark D. Debniak
Name: Mark D. Debniak
Title: Managing Director

HSBC Bank Plc.,
as a Lender

By: /s/ Ian Sparkes
Name: Ian Sparkes
Title: Relationship Director

RAYMOND JAMES BANK, N.A. ,
as a Lender

By: /s/ Scott G. Axelrod
Name: Scott G. Axelrod
Title: Vice President

AZB FUNDING 2,
as a Lender

By: /s/ Hiroshi Matsumoto
Name: Hiroshi Matsumoto
Title: Deputy General Manager

Flagstar Bank, FSB,
as a Lender

By: /s/ Kelly M. Hamrick
Name: Kelly M. Hamrick
Title: First Vice President

Israel Discount Bank of New York,
as a Lender

By: /s/ Susan L. Callahan
Name: Susan L. Callahan
Title: Vice President

/s/ Howard Weinberg
Name: Howard Weinberg
Title: First Senior Vice President

Mizuho Bank, Ltd.,
as a Lender

By: /s/ James Fayen
Name: James Fayen
Title: Deputy General Manager

TriState Capital Bank,
as a Lender

By: /s/ Anne M. Westbrook
Name: Anne M. Westbrook
Title: Senior Vice President

Release of Security Interest

LIEN RELEASE AND ACKNOWLEDGMENT AGREEMENT

THIS LIEN RELEASE AND ACKNOWLEDGMENT AGREEMENT ("Agreement") is made as of December 22, 2014 by and between HSBC Bank USA, N.A., a national banking association ("Purchaser"), with an address at 452 Fifth Avenue, New York, New York 10018, Wolverine World Wide, Inc., a Delaware corporation (" Wolverine"), the other debtors signatory hereto (Wolverine and such other debtors, each a "Debtor" and collectively, the "Debtors"), with an address at 9341 Courtland Drive N.E., Rockford, Michigan 49351, and JPMorgan Chase Bank, N.A., in its capacity as administrative agent under the Credit Agreement referenced below (in such capacity, "Administrative Agent").

RECITALS:

A. Wolverine, Administrative Agent and the lenders from time to time party thereto (the " Lenders") have entered into a Credit Agreement dated as of July 31, 2012 (as amended and in effect from time to time, the "Credit Agreement"), pursuant to which the Lenders have made available to Wolverine a term loan facility and a revolving credit facility.

B. Administrative Agent, for the benefit of itself, the Lenders and various other secured parties (collectively, the "Creditors"), has received, in connection therewith, a security interest in certain property of Wolverine and other Debtors, including accounts receivable owed to the Debtors.

C. Pursuant to that certain Receivables Purchase Agreement dated as of December 22, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "PA"), by and between the Debtors and Purchaser, the Debtors will from time to time sell the "Purchased Receivables" (as used in this Agreement, such term is given the meaning assigned thereto in the PA). Each such sale under the PA, a "Sale" and collectively the "Sales".

D. It is the desire and intention of the parties hereto to reflect the release of the security interest of the Creditors in (a) the Collection Account (as defined in the PA) and (b) Purchased Receivables upon the Sale thereof.

NOW, THEREFORE:

1. The Debtors hereby (a) certify as of each date a Sale is consummated, that such Sale is permitted under Section 7.5 of the Credit Agreement and (b) hereby request, in order to consummate each such Sale, that Administrative Agent agree that, with respect to any Purchased Receivables, the security interests of the Creditors in such Purchased Receivables are released automatically and without further action by Administrative Agent upon consummation of the Sale thereof.

2. Effective upon the consummation of any Sale, Administrative Agent agrees that the security interest of the Creditors in the Purchased Receivables subject to such Sale is hereby released automatically and without further action by Administrative Agent. The Administrative Agent agrees to take any action requested by the Loan Parties having the effect of releasing the security interest of the Creditors in the Purchased Receivables subject to such Sale or further evidencing such release to the extent necessary to permit consummation of such Sale. Administrative Agent further releases any security interest of the Creditors in the Collection Account as of the date hereof, and agrees to take any action requested by the Loan Parties evidencing such release.

3. The Purchaser hereby acknowledges and agrees to act as trustee on behalf of the Administrative Agent and hold in trust for the benefit of the Administrative Agent any amounts that may come into its possession that derive from accounts receivable owed to Debtors other than Purchased Receivables. Upon written notice from Administrative Agent or Wolverine, Purchaser agrees to as promptly as practicable turn or pay over to Administrative Agent (pursuant to wire instructions set forth in such notice) any amounts that may come into its possession that derive from accounts receivable owed to Debtors other than Purchased Receivables. The Administrative Agent hereby acknowledges and agrees to act as trustee on behalf of the Purchaser and hold in trust for the benefit of the Purchaser any amount that may come into its possession that derive from Purchased Receivables. Upon written notice from Purchaser or Wolverine, Administrative Agent agrees to as promptly as practicable turn or pay over to Purchaser (pursuant to wire instructions set forth in such notice) any amounts that may come into its possession that derive from Purchased Receivables. Except as set forth above, neither party shall have any other duty or obligation to the other of any other nature, including with respect to the attachment or creation of any other party's security interest or any credit decisions of such other party with respect to the Debtors. Administrative Agent acknowledges that Purchaser and the Debtors have or may have business relationships in addition to the purchase and sale of the Purchased Receivables.

4. This Agreement shall remain in effect until the Agreement Termination Date, as defined in the PA (including during a bankruptcy proceeding involving Debtors); provided that this Agreement shall terminate immediately upon the termination of the Credit Agreement and release by Administrative Agent of its liens on the Collateral (as defined in the Credit Agreement) (subject to reinstatement to the extent the debt under the Credit Agreement and liens securing such debt are reinstated as the result of any bankruptcy proceeding). This Agreement will be binding upon and inure to the benefit of Administrative Agent and Purchaser and their respective successors and assigns.

5. Wolverine hereby agrees that it will not enter into any amendment, restatement, supplement or other modification of the PA that is adverse to any Creditor without the prior written consent of the Administrative Agent. Wolverine hereby agrees to promptly provide Administrative Agent with any amendment, restatement, supplement or other modification of the PA promptly upon the execution thereof.

6. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may agree. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address set forth above or to such other address as any party may give to the other in writing for such purpose in accordance with this Section. All notices to a Debtor shall be sent c/o Wolverine at its address set forth above.

7. This Agreement may be executed in any number of counterparts, which taken together shall constitute a single copy of this Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by electronic transmission in portable document format (pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

8. This Agreement is governed by the laws of the State of New York without giving effect to conflicts of law principles.

9. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

10. No amendment or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by all the parties hereto, and any such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which given.

11. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

12. EACH PARTY HERETO HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED OR DELIVERED PURSUANT HERETO.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date and year first above written.

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

By:/s/ Krys Szremski____________

Print Name: Krys Szremski
Title: Vice President
Phone: ###-###-####

HSBC BANK USA, N.A. (Purchaser)

By:/s/Kirk Bryans_____________________________

Print Name: Kirk Bryans
Title: Sr. Vice President
Phone: ###-###-####

WOLVERINE WORLD WIDE, INC.

By:/s/ Donald T. Grimes

Print Name: Donald T. Grimes
Title: SVP, CFO & Treasurer
Phone:

WOLVERINE OUTDOORS, INC.

By:/s/ Donald T. Grimes________________
Name: Donald T. Grimes
Title: VP & Treasurer

SEBAGO USA LLC

By:/s/ Donald T. Grimes________________
Name: Donald T. Grimes
Title: VP & Treasurer

SAUCONY, INC.

By:/s/ Donald T. Grimes________________
Name: Donald T. Grimes
Title: VP & Treasurer

SPERRY TOP-SIDER, LLC

By:/s/ Donald T. Grimes________________
Name: Donald T. Grimes
Title: VP & Treasurer

KEDS, LLC

By:/s/ Donald T. Grimes________________
Name: Donald T. Grimes
Title: VP & Treasurer

STRIDE RITE CHILDREN'S GROUP, LLC

By:/s/ Donald T. Grimes________________
Name: Donald T. Grimes
Title: VP & Treasurer

Exhibit 10.46

RECEIVABLES PURCHASE AGREEMENT

RECEIVABLES PURCHASE AGREEMENT (as it may be amended, modified or supplemented from time to time, this "Agreement") is made as of December 22, 2014 (the "Effective Date") between Wolverine World Wide, Inc., a Delaware corporation with its principal place of business located at 9341 Courtland Drive N.E., Rockford, Michigan 49351 ("Wolverine"), each of the Persons listed on Schedule 1 attached hereto (together with Wolverine and each other Person which, on or subsequent to the date of this Agreement, agrees in writing to become a "Seller" hereunder, each individually, a "Seller" and, collectively, the "Sellers"), Wolverine, in its capacities as the initial Servicer (as defined in Section 5) and Seller Representative (as defined in Section 15(b)), each as herein provided, and HSBC Bank USA, N.A., a national banking association with an office at 452 Fifth Avenue, New York, New York 10018 ("Purchaser"). Sellers, Seller Representative, Servicer and Purchaser may each be referred to herein as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, Sellers are suppliers of goods or services to various account debtors (each as proposed from time to time by a Seller and accepted by Purchaser in its sole discretion, an "Account Debtor" or "Approved Account Debtor" and, collectively, the "Account Debtors" or "Approved Account Debtors") and is the legal and beneficial owner of Receivables (as hereinafter defined) payable by each such Account Debtor; and

WHEREAS, Sellers desire to sell certain Receivables to Purchaser, and Purchaser may be willing to purchase from Sellers such Receivables, on an undisclosed, non-notification, non-recourse basis, in which case the terms set forth herein shall apply to such purchase and sale.

THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** Certain capitalized terms used in this Agreement shall have the meanings given to those terms in Exhibit A attached hereto and thereby incorporated herein.

2. **SALE AND PURCHASE.**

(a) Sale. Commencing on the date hereof and ending on the Purchase Termination Date, Seller Representative, on behalf of each Seller, may from time to time, make an offer to sell to Purchaser certain Proposed Receivables due from Approved Account Debtors by submitting to Purchaser a request substantially in the form of Exhibit B hereto (a "Purchase Request"), and Purchaser, in its sole discretion, may accept such offer and purchase from such Seller the Proposed Receivables identified in such Purchase Request. If Purchaser accepts such Purchase Request, then, subject to the satisfaction of the conditions precedent set forth in Section 2(d) hereof, Purchaser shall purchase from such Seller, and such Seller shall sell to Purchaser, all of Seller's right, title and interest (but none of such Seller's Retained Obligations) with respect to such Proposed Receivables as of the Purchase Date (all such Proposed Receivables, once sold and purchased hereunder, being referred to, collectively, as the "Purchased Receivables"). Payment by Purchaser to Sellers for such Purchased Receivables shall be due to Sellers within two (2) Business Days after the Purchaser notifies the Seller Representative of its intent to purchase, and in the event that the Purchaser elects not to purchase Proposed Receivables from such Seller, it shall give the Seller Representative notice thereof within two (2) Business Days of Purchaser's receipt of the subject Purchase Request.

(b) Uncommitted Arrangement. THIS AGREEMENT DOES NOT CONSTITUTE A COMMITMENT, OBLIGATION OR OTHER UNDERTAKING OF PURCHASER TO PURCHASE ANY RECEIVABLES FROM ANY SELLER OR OTHERWISE EXTEND CREDIT OR PROVIDE ANY FINANCIAL ACCOMMODATION TO ANY SELLER.

(c) Term. This Agreement shall commence upon the Effective Date and shall have an initial term of thirty six (36) months. The Agreement shall continue in effect for successive twelve (12) month periods until the date which is sixty (60) days following the date which either Seller Representative or Purchaser delivers written notice to the other Party of its intent to terminate this Agreement, provided that Purchaser shall have the right to terminate this Agreement at any time upon written notice to Seller Representative in the event that (i) any Seller breaches this Agreement or (ii) Purchaser is prohibited under applicable law or any rule or regulation applicable to Purchaser from being a Party to this Agreement or consummating the transactions contemplated hereunder. Termination shall not affect the rights and obligations of the Parties with respect to Purchased Receivables sold hereunder prior to the Purchase Termination Date or that are expressly stated to survive termination hereof.

(d) Conditions Precedent. Purchaser's purchase of the Proposed Receivables described in a Purchase Request offered by Seller Representative on behalf of a Seller is subject to the satisfaction of the following conditions prior to the proposed Purchase Date, all to the satisfaction of Purchaser:

(i) Purchaser shall have received (A) a Purchase Request with respect to the Proposed Receivables, and (B) such additional supporting documentation that Purchaser may have reasonably requested from Seller Representative;

(ii) The representations and warranties contained in this Agreement and the Purchase Request shall be true and correct in all material respects (or in all respects to the extent such representation or warranty already contains a materiality qualifier, "Material Adverse Change" or dollar thresholds (after giving effect thereto));

(iii) Each Seller shall be in compliance in all material respects with each term, covenant and other provision of this Agreement applicable to such Seller;

(iv) No Event of Repurchase shall then exist, unless Sellers have repurchased and paid (or are paying on such proposed Purchase Date and Purchaser is satisfied that Sellers will be paying on such proposed Purchased Date), the full amount of the Repurchase Price for the affected Purchased Receivables pursuant to the terms of Section 6 hereof (or the portion thereof required to be repurchased, to the extent provided in Section 6 hereof) or such repurchase or other payment is being made on such Purchase Date by payment in cash or by setoff by Purchaser against the Purchase Price for the Proposed Receivables;

(v) Following the sale and purchase of the Proposed Receivables set forth in the related Purchase Request, (A) the Outstanding Aggregate Purchase Amount for all Purchased Receivables shall not exceed the Facility Amount and (B) the Outstanding Account Debtor Purchase Amount with respect to any Account Debtor shall not exceed its Purchase Sublimit or such other credit limit otherwise specified by Purchaser from time to time in its sole discretion;

(vi) No Account Debtor Insolvency Event shall have occurred with respect to any Account Debtor obligated on the Proposed Receivables described in such Purchase Request and Purchaser in its sole discretion shall be satisfied with the credit standing of such Account Debtor, and no Insolvency Event with respect to any Seller shall have occurred;

(vii) Purchaser shall have received payment of all fees that are then due under Sections 2(f) and 2(g) and any other amounts that are then due under this Agreement; and

(viii) On the initial Purchase Date, Purchaser shall have received each of the following, each in form and substance satisfactory to Purchaser:

(A) Evidence that Seller Representative has established the Collection Account over which Purchaser shall have control as provided in the account control agreement described in clause (H) below;

(B) Evidence that Sellers have instructed each Account Debtor that all payments with respect to the Proposed Receivables shall be made directly to the Collection Account;

(C) A certificate of the Secretary or Assistant Secretary of each Seller substantially in the form attached as Exhibit C, certifying the names and true signatures of the incumbent officers authorized on behalf of each Seller to execute and deliver this Agreement, each Purchase Request and any other documents to be executed or delivered by it hereunder, together with its Organizational Documents and board resolutions evidencing all action necessary for each Seller to execute, deliver and perform its obligations under this Agreement;

(D) Copies of Uniform Commercial Code financing statements prepared by Purchaser, identifying each Seller as "seller" and Purchaser as "buyer" and containing the description of collateral set forth on Exhibit D, together with evidence that they have been duly filed on or before the initial Purchase Date in the correct filing office under the Uniform Commercial Code of the jurisdiction in which each Seller is located for purposes of the UCC;

(E) A good standing certificate for each Seller from its jurisdiction of organization;

(F) A fully completed Seller Information Schedule in the form attached as Schedule 2, containing certain factual information regarding each Seller to the extent that such information was not previously delivered to Purchaser;

(G) A favorable "true sale" opinion of external or in-house counsel to Sellers in form and substance satisfactory to Purchaser;

(H) An account control agreement with JPM, with respect to the Collection Account, giving Purchaser control over such account as defined under the UCC but requiring JPM to follow purchaser's instructions only following delivery of a notice of exclusive control by Purchaser to JPM, which Purchaser agrees with Sellers it shall only provide upon an Event of Default hereunder;

(I) A lien release from any secured party holding a lien upon any Purchased Receivables; and

(J) All documents and other evidence that Purchaser requires for its know-your-customer and other compliance checks on each Seller and each Account Debtor.

(e) Purchase Price. The purchase price for any Purchased Receivable purchased on any Purchase Date (the "Purchase Price") shall be payable in two installments to Seller Representative's Operating Account as follows:

(i) The first installment of the Purchase Price shall be payable on the Purchase Date and shall be determined in accordance with the following formula:

Purchase Price = (D × A) – ((D × A) × (B × C/360)), where:

A = Net Invoice Amount

B = Discount Margin

C = Number of days between the Purchase Date and the date which is five (5) Business Days after the Anticipated Payment Date (including the Purchase Date, but not including the Anticipated Payment Date).

D = Adjustment Percentage.

(ii) The second installment of the Purchase Price (the "Deferred Purchase Price") shall be equal to the remaining unpaid Net Invoice Amount (net of any Dilution) and shall be payable to Seller Representative when collected. If a Purchased Receivable has not been paid on the date which is one hundred twenty (120) days after the Anticipated Payment Date (the "Deemed Paid Date"), and no Dispute has occurred with respect to such Receivable (other than a Dispute with respect to a portion thereof, which portion has previously been repurchased by Sellers as required under Section 6(a)) as of such date, then the Deferred Purchase Price shall be equal to ten percent (10%) of the Net Invoice Amount (as adjusted to reflect any Dilution and any portion of such Receivable previously repurchased) and shall be payable by Purchaser to Seller Representative on the Deemed Paid Date.

(f) Audit Fees. Sellers shall pay Purchaser audit fees, payable within seven (7) Business Days after Sellers' receipt of Purchaser's invoice therefor, in connection with each field exam and Audit conducted by Purchaser equal in amount to Purchaser's customary and reasonable per diem charges for such field audit (which as of the Effective Date, equal Nine Hundred Twenty Five Dollars ($925) per diem per auditor, subject to change from time to time thereafter) plus usual and customary reasonable out-of-pocket expenses for internal auditors, and the usual and customary reasonable fees and charges (including out-of-pocket expenses) of external auditors; *provided, however*, that so long as no Event of Default has occurred and is continuing, Sellers shall not be obligated to reimburse Purchaser for more than $10,000 per calendar year in the aggregate in respect of such field exams and Audits, *provided further*, that such limit on field exams and Audits shall not apply to any other costs, fees and expenses payable by Sellers pursuant to this Agreement.

(g) Transaction Fee. Sellers shall pay Purchaser on the initial Purchase Date a transaction fee in an amount equal to $100,000.

(h) True Sale; No Recourse. Except as otherwise provided in Section 6 hereof, each purchase of the Purchased Receivables is made without recourse to Sellers, and Sellers shall have no liability to Purchaser for any Account Debtor's failure to pay any Purchased Receivable when it is due and payable under the terms applicable thereto. Purchaser shall be responsible for the non-payment of any Purchased Receivable to the extent that it is the result of an Account Debtor Insolvency Event or to the extent that the

Deemed Paid Date for a Purchased Receivable has occurred and Purchaser has become obligated to pay the Deferred Purchase Price therefor, such assumption of credit risk being effective as of the Purchase Date for such Purchased Receivable. Purchaser and Sellers have structured the transactions contemplated by this Agreement as a sale, and Purchaser and each Seller each agree to treat each such transaction as a "true sale" for all purposes under applicable law and accounting principles, including, without limitation, in their respective books, records, computer files, tax returns (federal, state and local), regulatory and governmental filings (and shall reflect such sale in their respective financial statements). In the event that, contrary to the mutual intent of the parties, any purchase of any Purchased Receivable is not characterized as a sale, each Seller shall, effective as of the date hereof, be deemed to have granted (and each Seller hereby does grant) to Purchaser a first priority security interest in and to such Purchased Receivable and all Collections thereon and other proceeds thereof, including any such amounts in the Collection Account, all to secure the payment to Purchaser of all amounts due to it hereunder at the times and in the amounts specified herein, and this Agreement shall be deemed to be a security agreement. In the event of any such recharacterization of the purchase of a Purchased Receivable as a loan secured by such Purchased Receivable, Purchaser shall have any and all rights and remedies available to it hereunder or under the UCC to enforce such security interest if an Event of Default has occurred and is continuing. In connection with any exercise of remedies under the UCC upon any Event of Default, each Seller agrees that at least ten Business Days shall be reasonable prior notice to such Seller of the date of any public or private sale or other disposition of all or any of the Purchased Receivables.

3. **SELLER REPRESENTATIONS AND WARRANTIES** . Each Seller represents and warrants to Purchaser on each Purchase Date that the representations and warranties set forth below are true and correct:

(a) Proposed Receivables.

(i) The information contained in each Purchase Request in respect of each Proposed Receivable is a true and correct list of each Account Debtor's legal name and address, the invoice numbers, the stated amount in respect thereof, the Net Invoice Amount due in respect thereof, the date and term in respect thereof, the Anticipated Payment Date (if any) and the Invoice Due Date, in each case, for each Proposed Receivable. All information contained in each Purchase Request is accurate in all material respects. The information regarding each invoice submitted by a Seller is accurate in all material respects as of its date, and does not and will not omit to state a fact necessary in order to make the information contained therein, in light of the circumstances under which they were made, not misleading. Purchaser has received true and correct copies of all the relevant documentation relating to each of the Proposed Receivables requested by Purchaser. None of the Proposed Receivables is currently evidenced by "chattel paper" or "instruments" (as each such term is defined in Article 9 of the UCC). Each of the Proposed Receivables is in full force and effect and is the valid and binding obligation of the applicable Account Debtor, enforceable in accordance with its terms, and constitutes the applicable Account Debtor's legal, valid and binding obligation to pay to Sellers the amount of the Purchased Receivables, subject, as to enforcement of such Account Debtor's payment obligation, to bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws of general applicability relating to or affecting creditors' rights and equitable principles. Neither any Seller nor any Account Debtor is in default in the performance of any of the provisions of the documentation applicable to its transactions included within any Proposed Receivables, including any of the Contracts relating to such Proposed Receivables, which would give rise to Account Debtor's non-payment of its payment obligations under the applicable Proposed Receivable. Each Proposed Receivable and the Contract and sale terms related thereto are not subject to, nor could it reasonably be expected to be subject to, any defense or Dispute, whether arising out of the transactions contemplated by this Agreement or independently thereof. Sellers have delivered to the Account Debtors all property or performed all services required to be so delivered or performed by the terms of the documentation giving rise to the Proposed Receivables. The payments due with respect to each Proposed Receivable are not contingent upon any Seller's fulfillment of any further obligation.

(ii) Each Proposed Receivable listed in a Purchase Request is an Eligible Receivable and a bona fide payment obligation of the applicable Account Debtor identified in the applicable invoice and due on the Invoice Due Date for such Proposed Receivable. No actual or pending Dispute or default or event of default with respect to any Proposed Receivable exists or is threatened. The amount owed under each Proposed Receivable is free of allowances, side agreements and Dilution (other than (x) those offsets reflected in the calculation of the Net Invoice Amount and the Purchase Price as of the Purchase Date relating thereto, (y) any potential Dilution that would result from the Account Debtor's taking advantage of any available early payment discount set forth in the applicable invoice not to exceed 10% of the Net Invoice Amount (a "Permitted Early Payment Discount") and (z) any potential Dilution that would result from the Account Debtor's taking advantage of any available incentive program then being offered by the Sellers in the ordinary course of business), it being understood and agreed that Dilution resulting from an Account Debtor's decision after the proposed Purchase Date to take advantage of an incentive program or a Permitted Early Payment Discount shall not constitute a breach of this representation and warranty. All invoices relating to each Proposed Receivable arising out of the sale of goods or the provision of services have been accepted by the applicable Account Debtor.

(iii) Each Eligible Receivable (A) arises under a Contract between a Seller and the applicable Account Debtor, (B) does not require the applicable Account Debtor or any other Person to consent to the transfer, sale or assignment of a Seller's rights to payment under such agreement and (C) does not contain a confidentiality provision that purports to restrict the ability of Purchaser to exercise its rights under this Agreement, including without limitation, its right to review such Contract.

(iv) Each Seller is the legal and beneficial owner of each Eligible Receivable free and clear of any lien, encumbrance or security interest (other than Credit Facility Liens which shall be released contemporaneously upon the purchase of each Purchased Receivable by Purchaser), and upon each purchase of an Eligible Receivable, Purchaser shall acquire valid ownership of each Purchased Receivable and the Collections with respect thereto prior to the rights of all other Persons.

(b) Sellers; Account Debtors.

(i) Each Seller is a corporation or limited liability company duly formed, validly existing and in good standing under the laws of the State of its organization as set forth on Schedule 1. Each Seller is duly qualified to do business, and is in good standing, in every jurisdiction where the nature of its business requires it to be so qualified, except where the failure to be so qualified or in good standing could not reasonably be expected to result in a Material Adverse Effect. No Seller is subject to any Insolvency Event.

(ii) (A) No Account Debtor on any Proposed Receivable is subject to any Account Debtor Insolvency Event at the time of the Purchase Request relating thereto nor to the knowledge of Sellers is any Account Debtor Insolvency Event threatened, and (B) each Account Debtor on any Purchased Receivable was not subject to an Account Debtor Insolvency Event on the Purchase Date of such Purchased Receivable.

(c) No Conflict, etc. The execution, delivery and performance by each Seller of this Agreement, each Purchase Request and each other document to be delivered by Sellers hereunder, (i) are within such Seller's corporate or other organizational powers, (ii) have been duly authorized by all necessary corporate or other organizational action, and (iii) do not contravene (A) such Seller's Organizational Documents, (B) any law, rule or regulation applicable to such Seller, (C) any contractual restriction binding on or affecting such Seller or its property, or (D) any order, writ, judgment, award, injunction or decree binding on or affecting such Seller or its property. The Agreement has been duly executed and delivered by each Seller. Each Seller has furnished to Purchaser a true, correct and complete copy of its Organizational Documents, including all amendments thereto.

(d) Authorizations; Filings. No authorization or approval or other action by, and no notice to or filing with, any governmental entity is required for the due execution, delivery and performance by Sellers of this Agreement or any other document to be delivered thereunder except for the filing of any Uniform Commercial Code financing statements as may be necessary to perfect the sale of Purchased Receivables pursuant to this Agreement. No Uniform Commercial Code financing statement or other instrument similar in effect covering any Purchased Receivable is on file in any filing or recording office, except those filed with respect to the Credit Facility Liens (which shall be released contemporaneously upon the purchase of each Purchased Receivable by Purchaser) and those filed in favor of Purchaser relating to this Agreement, and no competing notice of assignment or payment instruction or other notice inconsistent with the transactions contemplated in this Agreement is in effect with respect to any Account Debtor.

(e) Enforceability. This Agreement constitutes the legal, valid and binding obligation of Sellers and so long as Seller Representative is acting as Servicer, is enforceable against each Seller and Servicer, as applicable, in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium, fraudulent conveyance or other laws relating to the enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is sought at equity or law).

(f) Litigation Matters. There is no pending (or, to its knowledge, threatened) action, proceeding, investigation or injunction, writ or restraining order affecting any Seller or any of such Seller's Affiliates before any court, governmental entity or arbitrator which could reasonably be expected to result in a Material Adverse Change, and no Seller is currently the subject of, and has no present intention of taking any action to commence, an Insolvency Event applicable to such Seller.

(g) Material Adverse Change. No event has occurred since December 28, 2013 which has resulted or is reasonably likely to result in a Material Adverse Change.

(h) Money Laundering and Anti-Terrorism Laws; Etc.

(i) Neither any Seller, any subsidiary of any Seller nor any controlled Affiliate of any Seller nor, to the knowledge of any Seller, any Account Debtor (i) (A) is a Sanctioned Person; (B) is located, incorporated, organized, or resident in a Sanctioned Country; or (C) or is in material breach of any Sanctions Laws or Anti-Money Laundering Laws.

(ii) Each Seller, each subsidiary of each Seller and each Seller's controlled Affiliates, and to the knowledge of Sellers, each Account Debtor (A) are in material compliance with Sanction Laws, the Trading with the Enemy Act, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B Chapter V, as amended) and any other enabling legislation or executive order relating thereto, the anti-money laundering and bank secrecy provisions of the Patriot Act, and other federal or state laws relating to "know your customer" and anti-money laundering rules and regulations and (B) have taken appropriate steps to implement policies and procedures reasonably designed to provide that it will not make any payments to any government official or employee, political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage in violation of the U.S. Foreign Corrupt Practices Act of 1977.

(i) Review. Sellers have discussed and reviewed this Agreement with their accountants, independent auditors and counsel, and no Seller is relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

4. **SELLER COVENANTS**. Until the later of the Purchase Termination Date and the Agreement Termination Date, each Seller agrees to perform the covenants set forth below:

(a) Notice of Disputes, Breaches of Contract, Account Debtor Insolvency Events, Etc. Seller Representative shall promptly deliver a reasonably detailed written notice to Purchaser of (i) any Dispute asserted or threatened in respect of a Purchased Receivable, (ii) any breach by the applicable Account Debtor of the Contract which might give rise to such Account Debtor failing to pay any invoice amount or give rise to any Dispute, (iii) any Account Debtor Insolvency Event occurring or, to the knowledge of Seller Representative, reasonably being likely to occur, or (iv) it becoming illegal for an Account Debtor to pay all or any part of the invoice amount because of the imposition of any prohibition or restriction on such payments.

(b) Contracts; Purchased Receivables. Each Seller, at its expense, shall timely and fully perform in all material respects all terms, covenants and other provisions required to be performed by it under the Contracts related to the Purchased Receivables, and each Seller, at its expense, shall use commercially reasonable efforts to compel the applicable Account Debtor to timely and fully perform in all material respects all terms, covenants and provisions required to be performed by such Account Debtor under the Contracts related to the Purchased Receivables. Each Seller, at its expense, shall use commercially reasonable efforts to cause (but only to the extent that it has the ability to do so under applicable law) the applicable Account Debtor to keep each Purchased Receivable in full force and effect as a valid and binding obligation of the applicable Account Debtor, enforceable in accordance with its terms, subject, as to enforcement of such Account Debtor's payment obligation, to bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws of general applicability relating to or affecting creditors' rights.

(c) Existence. Each Seller will (i) comply in all material respects with all applicable laws, rules, regulations and orders and (ii) preserve and maintain its organizational existence, rights, franchises, qualifications, and privileges, except in the case of this clause (ii), for any such noncompliance that could not reasonably be expected to result in a Material Adverse Effect. Each Seller will retain its current state of organization and keep its principal place of business and chief executive office and the office where it keeps its records concerning the Purchased Receivables at the address set forth in Section 11 hereof or, in each case, upon ten (10) Business Days' prior written notice to Purchaser, at any other locations in jurisdictions where all actions reasonably requested by each Seller or otherwise necessary to protect, perfect and maintain Purchaser's interest in the Purchased Receivables have been taken and completed.

(d) Books and Records. Each Seller will maintain accurate books and accounts with respect to the Purchased Receivables and shall make a notation on its books and records, including any computer files, to indicate which Receivables have been sold to Purchaser. Each Seller shall maintain and implement administrative and operating procedures (including, without limitation, an ability to recreate records evidencing Purchased Receivables and related Contracts in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for collecting all Purchased Receivables (including, without limitation, records adequate to permit the daily identification of each Purchased Receivable and all Collections of and adjustments to each existing Purchased Receivable).

(e) Sales, Liens and Debt. No Seller will sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any lien, encumbrance or security interest upon or with respect to, the Purchased Receivables (other than Credit Facility Liens, which shall be released contemporaneously upon the purchase of each Purchased Receivable by Purchaser) or upon or with respect to the Collection Account (other than customary bankers' liens), or assign any right to receive income in respect thereof except the interests in favor of Purchaser.

(f) Extension or Amendment of Purchased Receivables. No Seller will amend or extend the payment terms under any Purchased Receivables in a manner adverse to the Purchaser, unless approved in advance in writing by Purchaser, and shall not otherwise waive or permit or agree to any material deviation from the terms or conditions of any Purchased Receivable in a manner adverse to the Purchaser without the prior written consent of Purchaser.

(g) Audits and Visits. Each Seller will, from time to time during regular business hours as reasonably requested by Purchaser, permit Purchaser, or its agents or representatives, upon reasonable prior notice, (i) on a confidential basis, to examine and make copies of and abstracts from all books, records and documents (including, without limitation, computer tapes and disks) in its possession or under its control relating to Purchased Receivables owed by the Account Debtors including, without limitation, the related Contracts, and (ii) to visit its offices and properties for the purpose of examining and auditing such materials described in clause (i) above, and to discuss matters relating to Purchased Receivables owed by the Account Debtors or each Seller's performance hereunder or under the related Contracts with any of its officers or employees having knowledge of such matters (hereinafter, an "Audit), *provided* that unless an Event of Default or Servicer Event of Default shall have occurred and be continuing only one (1) such Audit and inspection shall be performed per calendar year, and the Sellers' obligation to bear the expense thereof shall be limited as provided in Section 2(f) hereof.

(h) Accounting Treatment. Each Seller will make all disclosures required by applicable law or regulation with respect to the sale of the Proposed Receivables to Purchaser and account for such sale in accordance with Generally Accepted Accounting Principles then in effect.

(i) Reporting Requirements. Seller Representative will provide to Purchaser the following; provided that Seller Representative shall be deemed to have provided all statements and reports required to be provided pursuant to this clause (i) to Purchaser on the date on which such statements or reports are posted on Seller Representative's website at www.wolverineworldwide.com or through the Securities and Exchange Commission's EDGAR system:

(i) as soon as available and in any event within 120 days after the end of each fiscal year of Seller Representative, a copy of Seller Representative's audited consolidated financial statements presenting fairly, in all material respects, the financial position and results of operations and cash flows of Seller Representative on a consolidated basis for such fiscal year in accordance with Generally Accepted Accounting Principles then in effect;

(ii) on the fifth (5^{th}) Business Day of each of the thirteen fiscal periods in each fiscal year, aging and past due reports relating to all Purchased Receivables as of the end of the immediately preceding fiscal period, together with such other data, reports and information relating to the Purchased Receivables of each Account Debtor requested by Purchaser from time to time (including, without limitation, proof reasonably satisfactory to Purchaser that Sellers have delivered to the applicable Account Debtor all property or performed all services required to be so delivered or performed by the terms of the Contract giving rise to the Purchased Receivables); and

(iii) promptly, and in the case of clause (B) below in any event within two (2) Business Days after becoming aware of the occurrence thereof, written notice of (A) any non-payment of amounts due with respect to any Purchased Receivable or (B) any Material Adverse Change.

(j) Further Assurances. Each Seller will, at its expense, promptly execute and deliver all further instruments and documents prepared by Purchaser and reasonably requested by Purchaser for such Seller's execution, and take all further action that Purchaser may reasonably request, from time to time, in order to perfect, protect or more fully evidence the full and complete ownership of Purchaser of the Purchased Receivables, or to enable Purchaser to exercise or enforce the rights of Purchaser hereunder or under the Purchased Receivables. Each Seller will also provide to Purchaser such other financial information of Seller as Purchaser may reasonably request from time to time.

(k) Taxes. Each Seller will pay any and all (i) taxes (in the nature of transfer or conveyance taxes) relating to, or arising out of the sale of each Purchased Receivable and (ii) taxes (in the nature of net income or franchise taxes) incurred on or prior to the date of sale to Purchaser relating to its accrual and/or receipt of the Purchased Receivables, in accordance with its regular method of accounting, except for those taxes that each Seller is contesting in good faith and for which adequate reserves have been taken. Each Seller shall treat each sale of Purchased Receivables hereunder as a sale for federal and state income tax, reporting and accounting purposes.

(l) Not Adversely Affect Purchaser's Rights. Each Seller will refrain from any act or omission which might in any way prejudice or limit Purchaser's rights under any of the Purchased Receivables pursuant to this Agreement. No Seller shall amend or waive any term, covenant and other provisions under any Contract related to any Purchased Receivable in any manner that may adversely affect the obligation of the applicable Account Debtor to pay any amounts owed with respect to any Purchased Receivable.

(m) Standards of Financial Statements. All audited financial statements delivered to Purchaser hereunder shall present fairly, in all material respects, the financial position and results of operations and cash flows of Seller Representative on a consolidated basis as of such date and for such fiscal year in accordance with Generally Accepted Accounting Principles then in effect.

5. **SERVICING; COLLECTION ACTIVITIES; ETC.**

(a) Servicing.

(i) Appointment of Servicer. Purchaser appoints Seller Representative as its servicer and agent (in such capacity, the "Servicer") for the administration and servicing of all Purchased Receivables sold to Purchaser hereunder, and Seller Representative hereby accepts such appointment and agrees to assume the duties and the administration and servicing obligations as Servicer, and perform all necessary and appropriate commercial collection activities in arranging the timely payment of amounts due and owing by any Account Debtor all in material accordance with applicable laws, rules and regulations, with reasonable care and diligence, including, without limitation, diligently and faithfully performing all servicing and collection actions (including, if necessary, acting as party of record in foreign jurisdictions). Such appointment as Servicer shall not release any Seller from any of its other duties to comply with any other terms, covenants and provisions of this Agreement. In connection with its servicing obligations, Servicer will, and will ensure that Sellers will, perform their respective obligations and exercise their respective rights under the contracts and other agreements related to the Purchased Receivables (the "Contracts") with the same care and applying the same policies as they apply to their own Receivables generally and would exercise and apply if they owned the Purchased Receivables and shall act in the best interest of Purchaser to maximize Collections. Seller Representative shall perform the obligations of Servicer with respect to the Purchased Receivables without compensation other than payment of the Purchase Price for the Purchased Receivables.

(ii) Replacement of Servicer. Upon any Servicer Event of Default, Purchaser may at any time thereafter (with notice to Servicer, but without requirement of notice to Seller Representative, any Seller or any other Person) replace the Servicer (which replacement may be made through the outplacement to a Person of all back office duties, including billing, collection and processing responsibilities, and access to all personnel, hardware and software utilized in connection with such responsibilities). Following the assumption by Purchaser in writing of all servicing responsibilities hereunder, Sellers shall remain fully responsible for all reasonable costs and expenses incurred in servicing the Purchased Receivables in accordance with standard industry practice for receivables similar in nature to the Purchased Receivables and having obligors comparable to the Account Debtors thereon and shall reimburse Purchaser for all such reasonable expenses incurred by Purchaser in connection therewith, except for servicing costs and expenses incurred with respect to a Purchased Receivable after an Account Debtor Insolvency Event with respect to the related Account Debtor or after the Deemed Paid Date on which Purchaser has become obligated to pay the Deferred Purchase Price for such Purchased Receivable.

(b) Collections.

(i) Establishment of Account(s). Seller Representative has established the Collection Account to receive amounts owing under the Purchased Receivables and covenants to maintain such account so long as any Purchased Receivable remains unpaid unless otherwise agreed to in writing by Purchaser. To further perfect the sale of the Purchased Receivables and as further security for their obligations under this Agreement, Seller Representative and each Seller hereby grant a security interest in favor of Purchaser upon the Collection Account and all Collections therein, subject to a Control Agreement as provided in Section 2(d)(viii)(H).

(ii) Collections. Servicer covenants (i) to take any and all reasonable actions necessary (including those reasonably requested by Purchaser) to ensure that all Collections on account of the Purchased Receivables shall be mailed (if paid by check) directly to the post office box maintained exclusively for receipt of payments to be credited to the Collection Account or transmitted by Federal Reserve wire or ACH transfer directly from the Account Debtor's bank to the Collection Account, (ii) not to change the payment instructions with respect to any Purchased Receivable while such Purchased Receivable remains outstanding, and (iii) to take any and all other reasonable actions, including actions reasonably requested by Purchaser, to ensure that any amounts not owing under the Purchased Receivables will not be deposited to the Collection Account and (iv) to promptly, but in any event not later than six (6) Business Days after receipt thereof, transfer by wire transfer all Collections received in the Collection Account on account of Purchased Receivables to the Purchaser's Account, without adjustment, setoff or deduction of any kind or nature.

(iii) Receipt of Collections. No Collections shall be deemed received by Purchaser for purposes of this Agreement until funds are credited to the Purchaser's Account as immediately available funds or otherwise actually received by Purchaser.

(iv) Funds Held in Trust. Prior to being deposited in the Purchaser's Account, funds received by Sellers or Servicer in respect of any Purchased Receivables shall be deemed to be the exclusive property of Purchaser, and each Seller and Servicer each shall be deemed to be holding such funds in trust for the exclusive use and benefit of Purchaser. Neither Servicer nor any Seller shall, directly or indirectly, utilize such funds for its own purposes or have any right to deal with such funds in any manner other than as expressly provided in this Agreement.

(c) Payment Reconciliation. Pursuant to its servicing obligations under this Section 5, Servicer shall be responsible for identifying, matching and reconciling any credits related to any Dilution and all payments deposited in the Collection Account with the Purchased Receivable associated with such credits or payments. Concurrently with the deposit of any payment into the Purchaser's Account, Servicer shall provide to Purchaser, substantially in the form set forth in Exhibit E and in substance reasonably satisfactory to Purchaser, a full reconciliation ("Payment Reconciliation") of all such payments deposited in the Collection Account and transferred to the Purchaser's Account since the delivery of the immediately preceding Payment Reconciliation delivered to Purchaser, together with the Anticipated Payment Dates of all Collections deposited in the Collection Account and transferred to the Purchaser's Account and adjustments (including Dilution amounts, if any, with respect to the Purchased Receivables). To the extent that any particular Payment Reconciliation shows that payments made by Account Debtors during the period covered by such Payment Reconciliation have resulted in Excess Dilution on the Purchased Receivables to which such payments relate, then the Seller Representative shall, or shall cause the applicable Seller(s) to, supplement the remittance to the Purchaser's Account by adding to it an amount equal to such Excess Dilution. If any amount is transferred to the Purchaser's Account that does not constitute a Collection with respect to a Purchased Receivable, following receipt by Purchaser of evidence documenting that the transfer was of funds received on account of Receivables not constituting Purchased Receivables (or otherwise not constituting a Collection with respect to a Purchased Receivable), such funds will be forwarded to Seller Representative so long as no Event of Repurchase exists. If any payment is received from an Account Debtor, and such payment is not identified by such Account Debtor as relating to a particular Receivable and cannot be reasonably identified as relating to a particular Purchased Receivable or to a particular Receivable that is not a Purchased Receivable within six (6) Business Days of receipt thereof, such payment shall be applied first to the unpaid Purchased Receivables with respect to such Account Debtor in chronological order (beginning with the oldest unpaid Purchased Receivable), and then to Receivables with respect to such Account Debtor that are not Purchased Receivables, also in chronological order.

(d) Rights of Purchaser; Notices to Account Debtors. Purchaser shall have all rights as holder and owner in respect of the Purchased Receivables, including, subject to Section 5(e), the right to exercise any and all of its rights and remedies hereunder, under applicable law (including, the UCC) or at equity to collect any Purchased Receivables directly from the applicable Account Debtor. Purchaser agrees, however, not to notify any Account Debtor that it has any rights with respect to the Purchased Receivables prior to an Event of Default or Servicer Event of Default. In furtherance of the foregoing, without limiting the generality thereof, Purchaser may, in its sole discretion, upon the occurrence and continuation of such Event of Default or Servicer Event of Default, notify or otherwise indicate to any Account Debtor that the applicable Seller has sold the applicable Purchased Receivable to Purchaser hereunder, and may direct such Account Debtor to make payments with respect to such Purchased Receivable directly to the Purchaser's Account or as otherwise directed by Purchaser.

(e) Account Debtor Payment Default. So long as no Event of Default or Servicer Event of Default has occurred and is continuing, and no Insolvency Event applicable to Sellers or Servicer has occurred, upon the occurrence of any payment default by an Account Debtor in payment of the Purchased Receivable, Purchaser and Sellers shall consult together with regard to such default and on the course of action to be adopted in light thereof and shall cooperate together, in good faith, in taking any action agreed upon. If Purchaser and Sellers cannot reach an agreement as to the course of action to be taken, then Purchaser shall be entitled to enforce its rights against the relevant Account Debtor as Purchaser deems appropriate as the owner and holder of such Purchased Receivable, and Purchaser has the right to request assistance from Sellers and Servicer in order to collect such outstanding amounts.

6. **REPURCHASE EVENTS; INDEMNITIES AND SET-OFF.**

(a) Repurchase Events. If any of the following events (each an "Event of Repurchase") occurs and is continuing with respect to any Purchased Receivable:

(i) such Purchased Receivable did not constitute, at the time of purchase, an Eligible Receivable; or

(ii) any representation or warranty by any Seller hereunder with respect to such Purchased Receivable is incorrect in any material respect when made or deemed made and shall have an adverse effect on the ability to collect all or a portion of the Net Invoice Amount of such Purchased Receivable; or

(iii) any Seller or Servicer fails to perform or observe any term, covenant or provision with respect to such Purchased Receivable and such failure shall have an adverse effect on the ability to collect all or a portion of the Net Invoice Amount of such Purchased Receivable; or

(iv) any Account Debtor on such Purchased Receivable asserts in writing a Dispute with respect to all or a portion of such Purchased Receivable; or

(v) any Seller or Servicer instructs the Account Debtor on such Purchased Receivable to pay amounts owing in respect of such Purchased Receivable to an account other than the Collection Account;

then, Seller Representative shall, or shall cause the applicable Seller, within three (3) Business Days of written demand therefor from Purchaser (such date, the "Repurchase Date"), at Purchaser's option, repurchase such Purchased Receivable to the extent still outstanding (or, if (A) collectability of only a portion of such Purchased Receivable was affected by an event described in clause (i) or (ii) above or (B) only a portion of such Purchased Receivable is subject to a Dispute, the portion affected by such event or subject to the Dispute). The repurchase price (the "Repurchase Price") for such Purchased Receivable shall be an amount equal to (A) Adjustment Percentage of the Net Invoice Amount, relating to such Purchased Receivable plus the Recapture Amount, if any, minus (B) the aggregate amount of all Collections with respect to such Purchased Receivables deposited into the Collection Account before the Repurchase Date. If only a portion of a Purchased Receivable is required to be repurchased, the Repurchase Price shall be determined with such adjustments as are necessary to reflect the portion to be repurchased. The Repurchase Price for a Purchased Receivable and all amounts due hereunder with respect to such Purchased Receivable shall be paid to the Purchaser Account in immediately available funds on the Repurchase Date. Upon the payment in full of the Repurchase Price for a Purchased Receivable and all amounts due hereunder with respect to such Purchased Receivable, such Purchased Receivable (or portion thereof in the case of a partial repurchase) shall be considered repurchased by the applicable Seller from Purchaser without recourse to or warranty by Purchaser. Upon repurchase by any Seller, such Seller shall have all right, title and interest in and to such repurchased Purchased Receivables or portion thereof.

(b) General Indemnification. Each Seller and Servicer each hereby agrees to indemnify Purchaser (together with its officers, directors, agents, representatives, shareholders, counsel and employees, each, an "Indemnified Party") from and against any and all third party claims, losses and liabilities (including, without limitation, reasonable attorneys' fees), but without duplication of any amounts paid upon an Event of Repurchase as set forth in Section 6(a) above (all of the foregoing, without duplication, being collectively referred to as "Indemnified Amounts") arising out of or resulting from any of the following: (i) the sale to Purchaser of any Receivable which purports to be a Purchased Receivable as to which the representations and warranties made herein are not materially true and correct on the Purchase Date therefor; (ii) any representation or warranty made or deemed made by any Seller or Servicer (or any of its respective officers) under or in connection with this Agreement (except with respect to the Purchased Receivables) which shall have been incorrect in any material respect when made; (iii) the failure by any Seller or Servicer to comply with any applicable law, rule or regulation with respect to any Purchased Receivable; (iv) the failure to vest in Purchaser a perfected interest in each Purchased Receivable and the proceeds and Collections in respect thereof free and clear of any liens or encumbrances of any kind or nature whatsoever (other than those granted under this Agreement); (v) any Dispute or any other claim related to such Purchased Receivable (or any portion thereof); (vi) the commingling by any Seller or Servicer of Collections at any time with other funds of any Seller, Servicer or any other Person; (vii) reliance by Purchaser in good faith on any request or instruction from Seller Representative or any other action taken by Purchaser in accordance with this Agreement in connection with or resulting from the Sellers' appointment of Wolverine as Seller Representative; or (viii) any failure by Servicer to perform its duties or obligations as Servicer hereunder in accordance with this Agreement or any claim brought by any Person other than an Indemnified Party arising from Servicer's collection activities. The foregoing indemnification shall not apply in the case of any claims, losses or liabilities to the extent resulting from the Purchaser's having become obligated to pay the Deferred Purchase Price for a Purchased Receivable on its Deemed Paid Date or found by a final and nonappealable decision of a court of competent jurisdiction to have resulted solely from (i) the gross negligence or willful misconduct of an Indemnified Party as determined in a final non-appealable judgment by a court of competent jurisdiction, (ii) an Account Debtor Insolvency Event or (iii) the material breach of this Agreement by any Indemnified Party. Amounts due hereunder shall accrue interest at the Delinquent Rate.

(c) Tax Indemnification. All payments on the Purchased Receivables from the Account Debtors will be made free and clear of any withholdings or other deductions on account of any present or future taxes, except as required by applicable law. Sellers will indemnify Purchaser for any such withholdings or deductions of taxes, other than (i) any taxes imposed on or measured by net income (however denominated), franchise taxes, or branch profits taxes, or (ii) any backup withholding taxes ("Indemnified Taxes"). If any deduction or withholding for Indemnified Taxes is required by law, Seller shall pay to Purchaser such additional amount as necessary to ensure that the net amount actually received by Purchaser equals the full amount Purchaser should have received had no such deduction or withholding been required. Further, Sellers will indemnify Purchaser for any stamp duty or any similar tax or duty on documents or the transfer of title to property arising in the context of this Agreement which has not been paid by Sellers. Amounts due hereunder shall accrue interest at the Delinquent Rate.

(d) UCC. The rights granted to Purchaser hereunder are in addition to all other rights and remedies afforded to Purchaser as a buyer under the UCC or other applicable law.

7. **RETAINED OBLIGATIONS.** Purchaser shall have no responsibility for, or have any liability with respect to, the performance of any Contract, nor shall Purchaser have any obligation to intervene in any commercial dispute arising out of the performance of any Contract. All obligations of Sellers under each Contract, including all representations and warranty obligations, all servicing obligations, all maintenance obligations, and all delivery, transport and insurance obligations, shall be retained by Sellers

(the "Retained Obligations"). Neither any claim that Sellers may have against any Account Debtor or any other Person, nor the failure of an Account Debtor to fulfill its obligations under the applicable Contracts, shall affect the obligations of Sellers and Seller Representative as Servicer to perform its obligations and make payments hereunder, and none of such events or circumstances shall be used as a defense or as set-off, counterclaim or cross-complaint as against the performance or payment of any of Sellers' or Servicer's obligations hereunder.

8. **COSTS AND EXPENSES; DELINQUENT RATE.**

(a) Sellers shall reimburse Purchaser for all reasonable costs (including reasonable attorneys' fees and expenses) that Purchaser incurs in connection with the preparation and negotiation of this Agreement, any amendments hereto and the administration, preservation of rights and enforcement hereof including the reasonable costs of field exams to the extent provided in Section 2(f) hereof.

(b) Any fees, expenses, indemnity, Repurchase Price or other amounts payable by Sellers to Purchaser in connection with this Agreement shall be payable within ten (10) Business Days, after which any such amounts shall bear interest each day from the date due until paid in full at the Delinquent Rate, whether before or after judgment. Such interest shall be payable on demand. Fees are deemed payable on the date or dates set forth herein; expenses, indemnity, or other amounts payable by Sellers to Purchaser are due thirty (30) days after receipt by Seller Representative of written demand therefor.

9. **GENERAL PAYMENTS.**

(a) All amounts payable by Sellers to Purchaser under this Agreement shall be paid in full, free and clear of all deductions, set-off or withholdings whatsoever except only as may be required by law, and shall be paid on the date such amount is due by not later than 3:00 p.m. (New York City time) to the account of Purchaser notified to Seller Representative from time to time. All payments to be made hereunder or in respect of a Purchased Receivable shall be in USD. Any amounts that would fall due for payment on a day other than a Business Day shall be payable on the succeeding Business Day. All interest amounts calculated on a per annum basis hereunder are calculated on the basis of a year of three hundred sixty (360) days.

(b) Purchaser shall treat each sale of Purchased Receivables hereunder as a sale for federal and state income tax, reporting and accounting purposes.

10. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT (INCLUDING LOST PROFITS OR LOSS OF BUSINESS) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **NOTICES.** Unless otherwise provided herein, any notice, request or other communication which either Party may be required or may desire to give to the other Party under any provision of this Agreement shall be in writing and sent by electronic facsimile transmission, hand delivery or first class mail, certified or registered and postage prepaid, and shall be deemed to have been given or made when transmitted with receipt confirmed in the case of electronic facsimile transmission, when received if sent by hand delivery or five (5) days after deposit in the mail if mailed, and in each case addressed to Purchaser, Sellers or the Servicer as set forth below. Any Party hereto may change the address to which all notices, requests and other communications are to be sent to it by giving written notice of such address change to the other Party in

conformity with this paragraph, but such change shall not be effective until notice of such change has been received by the other Party.

If to any Seller
or Servicer: c/o Wolverine World Wide, Inc.
9341 Courtland Drive N.E.
Rockford, Michigan 49351
Attention: Don Grimes, Senior Vice President,
Chief Financial Officer and Treasurer

with a copy to (which shall not constitute notice hereunder):

Wolverine World Wide, Inc.
9341 Courtland Drive N.E.
Rockford, Michigan 49351
Attention: Brendon Gibbons, General Counsel and Secretary

If to Purchaser: HSBC Bank, USA, N.A.
452 Fifth Avenue, 4th Floor
New York, New York 10018
Attention: Regional Head, Receivables Finance

with a copy to (which copy shall not constitute notice hereunder):

HSBC Bank, USA, N.A.
452 Fifth Avenue, 7th Floor
New York, New York 10018
Attention: Legal, Receivables Finance

Each Party agrees that the other Party may presume the authenticity, genuineness, accuracy, completeness and due execution of any email or fax communication bearing a facsimile or scanned signature resembling a signature of an authorized Person of such Party without further verification or inquiry by the other Party. Notwithstanding the foregoing, the Party receiving such notification in its sole discretion may elect not to act or rely upon such a communication and shall be entitled (but not obligated) to make inquiries or require further action by the Party sending such notification to authenticate any such communication.

12. **SURVIVAL.** Notwithstanding the occurrence of the Purchase Termination Date, (a) all covenants, representations and warranties made herein shall continue in full force and effect until the Agreement Termination Date; and (b) Sellers' and Servicer's obligations to indemnify Purchaser with respect to the expenses, damages, losses, costs, liabilities and other obligations shall survive until the later of (i) all applicable statute of limitations periods with respect to actions that may be brought against Purchaser or any other Indemnified Party have run and (ii) 365 days following the entry of a final non-appealable order of a court of competent jurisdiction with respect to actions brought against Purchaser or any other Indemnified Party that were initiated prior to the end of the applicable statute of limitations for such actions.

13. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL; ETC.**

(a) This Agreement shall be governed by the laws of the State of New York, without giving effect to conflict of laws principles that would require the application of the law of any other jurisdiction.

(b) Each of the Parties irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or federal court of the United States sitting in the Borough of Manhattan, New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment. Each of the Parties hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the extent permitted by law, in such federal court. A final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the Parties irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any New York State or federal court located in the Borough of Manhattan. Each of the Parties hereby irrevocably waives, to the fullest extent permitted by law, the defense of inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) EACH OF THE PARTIES IRREVOCABLY WAIVES ANY RIGHT THAT SUCH PERSON MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

14. **GENERAL PROVISIONS.**

(a) This Agreement represents the final agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements with respect to such subject matter. No provision of this Agreement may be amended or waived except by a writing signed by the Parties.

(b) This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the Parties; provided, however, that other than any assignment under or relating to the Credit Facility, neither any Seller nor Servicer may assign any of its rights or obligations hereunder to an entity that is not an Affiliate of a Seller without Purchaser's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Purchaser shall have the right without the consent of or notice to any Seller or Servicer to sell, transfer, negotiate or grant participations (a "Participation" and each holder of a Participation, a "Participant") in all or any part of, or any interest in, Purchaser's obligations, rights and benefits hereunder upon notice to Seller Representative; provided, however, that Purchaser (or any of its assignees) shall not be entitled to make any such transfer to any Person that is not a U.S. Person. Notwithstanding the sale of a Participation to a Participant by a Purchaser, (i) Purchaser's obligations under this Agreement shall remain unchanged, (ii) Purchaser shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Sellers, Servicer and Seller Representation shall continue to deal solely and directly with Purchaser in connection with Purchaser's rights and obligations under this Agreement.

(c) Each provision of this Agreement shall be severable from every other provision hereof for the purpose of determining the legal enforceability of any specific provision. This Agreement may be executed in any number of counterparts and by different Parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement.

(d) (i) Each Seller acknowledges that from time to time financial advisory, investment banking and other services may be offered or provided to Sellers or one or more of their affiliates (in connection with this Agreement or otherwise) by Purchaser or its subsidiaries.

(ii) Purchaser agrees to keep confidential all non-public information provided to it by any Seller, pursuant to or in connection with this Agreement that is designated by the provider thereof as confidential; provided that nothing herein shall prevent the Purchaser from disclosing any such information (a) to any of its Affiliates, (b) subject to an agreement to comply with the provisions of this Section, to any actual or prospective transferee or Participant (or any professional advisor to such transferee or Participant), (c) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates, in each case, who are instructed to comply with the confidentiality provisions herein, (d) upon the request or demand of any governmental authority, (e) in response to any order of any court or other governmental authority or as may otherwise be required pursuant to any requirement of law, (f) if requested or required to do so in connection with any litigation or similar proceeding, (g) that has been publicly disclosed, (h) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about Purchaser's investment portfolio in connection with ratings issued with respect to Purchaser, or (i) in connection with the exercise of any remedy hereunder or under any other document or agreement executed or delivered in connection with this Agreement (the "Purchase Documents"), or (j) if agreed in writing by Seller Representative in its sole discretion, to any other Person.

(iii) Purchaser acknowledges that information furnished to it pursuant to this Agreement or the other Purchase Documents may include material non-public information concerning the Sellers and their Affiliates and their related parties or their respective securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and that it will handle such material non-public information in accordance with those procedures and applicable law, including Federal and state securities laws.

(iv) The obligations under this paragraph (d) shall terminate on the date which is seven (7) years from the date of this Agreement first set forth above (the "Confidentiality Termination Date"). Following the Confidentiality Termination Date, Purchaser shall, in its sole determination, either return Confidential Information of the Sellers to Seller Representative, unless otherwise required by applicable law to maintain, or confirm to Seller Representative that it has destroyed any Confidential Information in accordance with its document retention policy, unless otherwise required by applicable law to maintain.

15. Joint and Several Liability; Appointment of Seller Representative.

(a) Joint and Several Liability. Each Seller agrees that each reference to "Sellers" in this Agreement shall be deemed to refer to each such Seller, jointly and severally with the other Sellers. Each Seller (i) shall be jointly and severally liable for the obligations, duties and covenants of each other Seller under this Agreement and the acts and omissions of each other such Seller including, without limitation, under Section 6 hereof, and (ii) jointly and severally makes each representation and warranty for itself and each other such Seller under this Agreement. Notwithstanding the foregoing, if, in any action to enforce amounts payable by any Seller or any proceeding to allow or adjudicate a claim hereunder, a court of competent jurisdiction determines that enforcement of the joint and several obligations of all of Sellers against such Seller for the full amount of such amounts is not lawful under, or would be subject to avoidance under Section 548 of the United States Bankruptcy Code or any applicable provision of Federal or state law, the liability of such Seller hereunder shall be limited to the maximum amount lawful and not subject to avoidance under such law.

(b) Appointment of Seller Representative.

(i) Each Seller hereby appoints Wolverine (in such capacity, the "Seller Representative") as its representative under this Agreement and agreements and documents entered into or executed and delivered by or on behalf of any Seller in connection herewith, and each Seller irrevocably authorizes Seller Representative to act as the representative of such Seller with the rights and duties set forth herein. Wolverine agrees to act as Seller Representative upon the conditions contained in this Section 15(b).

(ii) Each Seller hereby appoints Seller Representative as its agent for the purpose of receiving all payments to be made to such Seller hereunder, at which time Seller Representative hereby agrees to promptly disburse such payments to the appropriate Seller. Neither Purchaser, nor any of its officers, directors, agents or employees, shall be liable to Seller Representative or any Seller for the failure by Seller Representative to make distributions hereunder (including, without limitation, in connection with the payment of the Purchase Price for any Purchased Receivables) or any other action taken or omitted to be taken by Seller Representative or Sellers pursuant to this Section 15(b).

(iii) Each Seller shall promptly notify Seller Representative of the occurrence of any Event of Repurchase hereunder. In the event that Seller Representative is aware of any Event of Repurchase or receives such a notice, Seller Representative shall give prompt notice thereof to Purchaser. Any notice provided to Seller Representative hereunder shall constitute notice to each Seller on the date received by Seller Representative.

(iv) Upon the prior written consent of Purchaser, Seller Representative may resign at any time, such resignation to be effective upon the appointment of a successor Seller Representative acceptable to Purchaser.

(v) Sellers hereby empower and authorize Seller Representative, on behalf of Sellers, to execute and deliver to Purchaser each Purchase Request and any amendment, restatement, supplement or modification to such Purchase Request and all agreements, certificates, documents, or instruments related to or in connection with this Agreement as shall be necessary or appropriate to effect the purposes of this Agreement. Further, each Seller agrees that Seller Representative is empowered to make representations and warranties in connection with this Agreement or the Purchase Request on behalf of the applicable Seller; it being agreed that such representations and warranties made by Seller Representative on behalf of any Seller shall be binding on such Seller and shall be effective as if such representations and warranties were made directly by such Seller. Each Seller agrees that any action taken by Seller Representative in accordance with the terms of this Agreement or the other agreements executed or delivered in connection therewith, and the exercise by Seller Representative of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of Sellers.

(vi) Each Seller hereby agrees that such Seller shall furnish promptly to Seller Representative all information required hereunder or requested by Seller Representative on which Seller Representative shall rely to prepare the Purchase Request, any amendment, restatement, supplement or modification to the Purchase Request, make representations and warranties and prepare or deliver other documents that are required to be prepared or delivered pursuant to the provisions of this Agreement or the Purchase Request.

(vii) Each Seller acknowledges that, together with each other Seller, it is part of an affiliated common enterprise in which any financial accommodations extended to any one Seller will result in direct and substantial economic benefit to each other Seller, and each Seller will likewise benefit from the economies of scale associated with the Sellers, as a group, obtaining financial accommodations and the ability to effect sales of Receivables on a collective basis.

(viii) The handling of this Agreement as a co-seller facility with a Seller Representative in the manner set forth in this Agreement is solely an accommodation to Sellers and at their request. Sellers' agree that in the absence of gross negligence or willful misconduct (as determined by a final and nonappealable decision of a court of competent jurisdiction) Purchaser shall not incur any liability whatsoever to Sellers or any other Person as a result of Purchaser's dealing with Seller Representative as representative of the Sellers in accordance with this Section 15.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

WOLVERINE WORLD WIDE, INC., as Seller Representative, a Seller and initial Servicer

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: Senior Vice President, Chief Financial Officer and Treasurer

WOLVERINE OUTDOORS, INC.

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: Vice President and Treasurer

SEBAGO USA LLC

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: Vice President and Treasurer

SAUCONY, INC.

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: Vice President and Treasurer

SPERRY TOP-SIDER, LLC

By: /s/ Donald T. Grimes
Name: Donald T. Grimes
Title: Vice President and Treasurer

KEDS, LLC

By: /s/ Donald T. Grimes

Name: Donald T. Grimes
Title: Vice President and Treasurer
STRIDE RITE CHILDREN'S GROUP, LLC

By: /s/ Donald T. Grimes_________________
Name: Donald T. Grimes
Title: Vice President and Treasurer

HSBC Bank USA, N.A., as Purchaser

By: /s/ Kirk Bryans_______________________
Name: Kirk Bryans
Title: Sr. Vice President

Schedule 1

Sellers

Seller	**Jurisdiction**
Wolverine World Wide, Inc.	Delaware
Wolverine Outdoors, Inc.	Michigan
Sebago USA LLC	Delaware
Saucony, Inc.	Massachusetts
Sperry Top-Sider, LLC	Massachusetts
Keds, LLC	Massachusetts
Stride Rite Children's Group, LLC	Massachusetts

Schedule 2

Seller Information Schedule

Actual Name, as reflected in the attached organizational documents (i.e., certified copy of the Articles of Organization):

Wolverine World Wide, Inc. (Delaware)
Wolverine Outdoors, Inc. (Michigan)
Sebago USA LLC (Delaware)
Saucony, Inc. (Massachusetts)
Sperry Top-Sider, LLC (Massachusetts)
Keds, LLC (Massachusetts)
Stride Rite Children's Group, LLC (Massachusetts)

Trade Name(s) (if any): None.

Type and Jurisdiction of Organization:

See above for each Seller

Address of Place of Business (if only one) or Chief Executive Office (if more than one place of business):

9341 Courtland Drive N.E., Rockford, Michigan 49351

Exhibit A

Definitions

"Account Debtor": The meaning set forth in the recitals hereto.

"Account Debtor Insolvency Event": With respect to any Account Debtor, (a) such Account Debtor shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; (b) any proceeding shall be instituted by or against such Account Debtor seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or for any substantial part of its property) shall occur; or (c) such Account Debtor shall take any action to authorize any of the actions set forth in the preceding clauses (a) or (b).

"Adjustment Percentage": Ninety (90%) percent.

"Affiliate": With respect to any Person, each officer, director, general partner or joint-venturer of such Person and any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. For purpose of this definition, "control" means the possession of either (a) the power to vote, or the beneficial ownership of, 5% or more of the equity interests having ordinary voting power for the election of directors of such Person or (b) the power to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Agreement": The meaning set forth in the first paragraph of the agreement to which this Exhibit is attached.

"Agreement Termination Date": The earlier of (a) the date on which all amounts owing to Purchaser under all Purchased Receivables have been paid in full in cash to Purchaser and (b) three (3) years after the later of (x) the last Purchase Date and (y) the last Deemed Paid Date on which Purchaser became obligated to pay the Deferred Purchase Price with respect to a Purchased Receivable.

"Anticipated Payment Date": For any invoice, the date arrived at by adding the Buffer Period to the applicable Invoice Due Date.

"Approved Account Debtors": The meaning set forth in the recitals hereto.

"Buffer Period": The number of days (if any) as agreed upon in good faith by Seller Representative and Purchaser for each Account Debtor. The Buffer Period with respect to any Account Debtor may be adjusted from time to time prospectively to such number of days as shall be agreed upon in good faith by Seller Representative and Purchaser based on the payment history of such Account Debtor.

"Business Day": Any day that is not a Saturday, Sunday or other day on which banks in New York City are required or permitted to close.

"Collection Account": The account of Seller Representative at JPM, Account #663216005, ABA #0210-00021, CHIPS ABA No. 0710-00013, which account shall be designated to receive amounts owing with respect to the Purchased Receivables and which account shall at all times be subject to a deposit account control agreement as provided in Section 2(d)(viii)(H), or such other deposit account identified in writing by Seller Representative and agreed to in writing by Purchaser from time to time.

"Collections": With respect to any Purchased Receivable, all proceeds thereof.

"Contracts": The meaning set forth in Section 5(a)(i) hereof.

"Credit Facility": The Credit Agreement dated as of July 31, 2012, as amended and restated as of October 10, 2013, by and between Wolverine, JPMorgan Chase Bank, N.A., as administrative agent and the lender and agent parties thereto, and all Loan Documents (as defined therein), in each case as amended, restated, supplemented, refinanced or replaced from time to time.

"Credit Facility Liens": Liens granted under, or securing obligations with respect to, the Credit Facility.

"Deemed Paid Date": The meaning set forth in Section 2(e) hereof.

"Deferred Purchase Price": The meaning set forth in Section 2(e) hereof.

"Delinquent Rate": A rate of interest equal to three percent (3%) per annum plus the Discount Margin.

"Dilution": All actual and potential offsets to a Receivable that are not Disputes, including, without limitation, Permitted Early Payment Discounts, discounts and allowances resulting from other incentive programs offered by a Seller and other discounts, deductions, write-offs, credits, returns and allowances, billing errors and counterclaims.

"Discount Margin": A rate equal LIBOR plus 1.30% per annum.

"Dispute": Any dispute of any kind relating to one or more Purchased Receivables, regardless of whether the same (i) is in an amount greater than, equal to or less than the applicable Purchased Receivable(s), or (ii) has merit, so long as it relates to a commercial disagreement or raises an issue related to such Purchased Receivable(s), such as price, invoice terms or quantity, quality, delivery terms or the late delivery of goods.

"Effective Date": The meaning set forth in the preamble to this Agreement.

"Eligible Receivable": A Receivable that satisfies each of the following conditions to the satisfaction of Purchaser:

(i) is generated by a Seller in the ordinary course of its business from sale of goods or the provision of services to an Account Debtor under a duly authorized Contract that is in full force and effect and that is a legal, valid and binding obligation of such Seller and the related Account Debtor, enforceable against such Person in accordance with its terms, subject, as to enforcement of such Account Debtor's payment obligation, to bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws of general applicability relating to or affecting creditors' rights and equitable principles,

(ii) such sale of goods or provision of services to the applicable Account Debtor have been fully delivered or performed by the Seller,

(iii) that by its terms has an Invoice Due Date that is no more than ninety (90) days from the original invoice date and such Invoice Due Date has not occurred,

(iv) that is owned by a Seller, free and clear of all liens, encumbrances and security interests of any Person (other than Credit Facility Liens, which shall be released contemporaneously upon the purchase of each Purchased Receivable by Purchaser),

(v) that is freely assignable without the consent of any Person, including the applicable Account Debtor,

(vi) for which no default or event of default (howsoever defined) exists under the applicable Contract between a Seller and the applicable Account Debtor,

(vii) which is not subject to any Dispute,

(viii) which together with all other Purchased Receivables due from such Account Debtor, does not cause the aggregate amount of such Purchased Receivable arising from sales to such Account Debtor to exceed the credit limit set by Purchaser from time to time in its sole discretion,

(ix) with respect to which no covenant, representation or warranty contained in this Agreement has been breached in any material respect or is not true in any material respect,

(x) that constitutes an account or a payment intangible as defined in the UCC and is not evidenced by instruments or chattel paper, and

(xi) with respect to Proposed Receivables due from any Account Debtor, after giving effect to the purchase of such Proposed Receivables by Purchaser hereunder, the aggregate amount of Purchased Receivables due from such Account Debtor does not exceed 40% of the aggregate amount of Purchased Receivables due from all Account Debtors.

"Event of Default": Shall mean any of the events below:

(i) Seller Representative or Sellers fail to pay any Repurchase Price or any other amounts to Purchaser when due and payable;

(ii) any representation or warranty (except for a representation and warranty the breach of which triggers a Repurchase Event) made by any Seller or Seller Representative to Purchaser in or in connection with this Agreement shall be false or misleading in any material respect;

(iii) an Insolvency Event occurs with respect to any Seller; or

(iv) any other breach of, or failure to perform under, this Agreement and such failure is not cured within thirty (30) days following Seller Representative's receipt of written notice of such failure from Purchaser.

"Event of Repurchase": The meaning set forth in Section 6(a) hereof.

"Excess Dilution": Shall mean, in the case of any group of Purchased Receivables on which payments have been received from the Account Debtors and accepted as payment in full by the applicable Seller, the amount, if any, by which such payments are less than the greater of (i) ninety percent (90%) of the Net Invoice Amount thereof (as adjusted to reflect any portion of such Purchased Receivables previously repurchased), or (ii) (a) the Net Invoice Amount thereof (as adjusted to reflect any portion of such Purchased Receivables previously repurchased) less (b) the Deferred Purchase Price (determined without deducting any Dilution), in each case as a result of the Account Debtors taking advantage of Permitted Early Payment Discounts and other forms of Dilution occurring with respect to such Purchased Receivables.

"Facility Amount": Up to USD200,000,000.00.

"Indemnified Amounts": The meaning set forth in Section 6(b) hereof.

"Indemnified Party": The meaning set forth in Section 6(b) hereof.

"Indemnified Taxes": The meaning set forth in Section 6(c) hereof.

"Insolvency Event": With respect to any Person, such Person shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against such Person seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of 60 days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or for any substantial part of its property) shall occur; or such Person shall take any action to authorize any of the actions set forth above in this definition; provided, that in the case of the inability of a Person to pay its debts as such debts become due arising by reason of currency restrictions or foreign political restrictions or regulations beyond the control of Sellers or such Person, such event shall not be deemed an "Insolvency Event" hereunder.

"Invoice Due Date": With respect to a Purchased Receivable, the last date identified for timely payment in the applicable original invoice.

"JPM": JPMorgan Chase Bank, N.A.

"LIBOR": shall mean the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other successor thereto which takes over administration of such rate) appearing on Bloomberg Page BBAM1 screen (or on any successor or substitute page of such Bloomberg screen providing rate quotations comparable to those currently provided on such page of such Bloomberg screen, as determined by the HSBC Bank USA, N.A. from time to time for purposes of providing quotations of interest rates applicable to United States Dollar deposits in the London interbank market) at approximately 11:00 a.m., London time, two Business Days prior to the Purchase Date, as the rate for the offering of United States Dollar deposits for a 30-day interest period.

"Material Adverse Change": An event that results or could likely result in (a) a material adverse change in (i) the business condition (financial or otherwise), operations, performance or properties of Wolverine, on a consolidated basis, or (ii) the ability of the Sellers, taken as a whole, to fulfill their obligations hereunder, or (b) the impairment of the validity or enforceability of, or the rights, remedies or benefits available to, Purchaser under this Agreement.

"Net Invoice Amount": The amount shown on the original invoice for the applicable Purchased Receivable as the total amount payable by the applicable Account Debtor, which amount shall be net of any discounts, credits or other allowances identified with specificity on such original invoice.

"OFAC": The meaning set forth in the definition of "Sanctioned Country".

"Organization Documents": Means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and the operating agreement, or the equivalent thereof; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable governmental authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity, or any equivalent thereof.

"Outstanding Account Debtor Purchase Amount": As of the date of determination, an amount equal to (i) the aggregate amount paid by Purchaser to Sellers in respect of Purchased Receivables of a particular Account Debtor, minus (ii) the aggregate amount of all Collections with respect to such Purchased Receivables actually deposited into the Collection Account.

"Outstanding Aggregate Purchase Amount": As of the date of determination, an amount equal the Outstanding Account Debtor Purchase Amount for all Account Debtors.

"Payment Reconciliation": The meaning set forth in Section 5(c) hereof.

"Permitted Early Payment Discount": The meaning set forth in Section 3(a)(ii) hereof.

"Person": An individual, partnership, corporation (including a business trust), limited liability company, limited partnership, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

"Proposed Receivables": With respect to any Purchase Date, the Eligible Receivables proposed by Seller Representative to Purchaser for purchase hereunder and described in a Purchase Request to be purchased on such Purchase Date.

"Purchase Date": Each date on which Purchaser pays to the Seller Representative for the benefit of the applicable Seller or Sellers the first installment of Purchase Price of the Eligible Receivables identified in a Purchase Request pursuant to Section 2(e)(i).

"Purchase Price": The meaning set forth in Section 2(e) hereof.

"Purchase Request": The meaning set forth in Section 2(a) hereof.

"Purchase Sublimit": With respect to any Account Debtor, the dollar amount as agreed upon by Seller Representative and Purchaser with respect to such Account Debtor.

“Purchase Termination Date”: The date on which this Agreement terminates pursuant to Section 2(c) hereof.

“Purchased Receivables”: The meaning set forth in Section 2(a) hereof.

“Purchaser”: The meaning set forth in the preamble hereto.

“Purchaser’s Account”: The account maintained in the name of Purchaser at HSBC Bank US, N.A. with Account #713011718, Federal ABA #021001088, CHIPS ABA No 0108, and SWIFT Code: MRMDUS33.

“Recapture Amount”: the sum of (i) any amount of the Deferred Purchase Price paid by Purchaser to Sellers in respect of a Purchased Receivable which is thereafter determined to have been the subject of a Dispute; and (ii) interest at the rate of the Discount Margin on any amounts paid by Purchaser to Sellers as the Purchase Price of a Purchased Receivable that Sellers are thereafter obligated to repay to Purchaser under Section 6 hereof, computed from the Anticipated Payment Date to the date that such amounts are repaid by the Sellers to the Purchaser.

“Receivables”: Any indebtedness or other payment obligation owing to a Seller by any Account Debtor (whether constituting an account or payment intangible), including any right to payment of interest or finance charges and other obligations of such Account Debtor with respect thereto, arising out of a Seller’s sale and delivery of goods or a Seller’s sale and provision of services.

“Repurchase Date”: The meaning set forth in Section 6 hereof.

“Repurchase Price”: The meaning set forth in Section 6 hereof.

“Retained Obligations”: The meaning set forth in Section 7 hereof.

“Sanctioned Country”: A country that is the subject of country-wide or territory wide economic or trade sanctions administered by the US Treasury Department's Office of Foreign Assets Control (“OFAC”).

“Sanctioned Person”: Any of the following currently or in the future: (i) an entity, vessel, or individual named on the list of Specially Designated Nationals or Blocked Persons maintained by OFAC available at http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx or on the consolidated list of persons, groups, and entities subject to the European Union financial sanctions currently available at http://eeas.europa.eu/cfsp/sanctions/consol-list_en.htm; (ii) any entity or individual located in or organized under the laws of any Sanctioned Country to the extent that the entity or individual is subject to sanctions under Sanctions Laws and (iii) any entity or individual otherwise a subject of sanctions under Sanctions Laws.

“Sanctions Laws”: The sanctions laws, regulations, and rules promulgated or administered by OFAC and the U.S. Department of State, including any enabling legislation or Executive Order related thereto, as amended from time to time; the sanctions and other restrictive measures applied by the European Union in pursuit of the Common Foreign and Security Policy objectives set out in the Treaty on European Union; and any similar sanctions laws as may be enacted from time to time in the future by the U.S., the European Union (and any of its member states), or the Security Council or any other legislative body of the United Nations.

“Seller” or “Sellers”: The meaning set forth in the preamble.

“Seller Representative”: The meaning set forth in Section 15(b) hereof.

"Seller Representative's Operating Account": The Seller Representative's operating account maintained at JPM with Account #404553, Federal ABA #021000021, CHIPS ABA No. 072000326, and SWIFT Code: CHASUS33.

"Servicer": The meaning set forth in Section 5(a) hereof.

"Servicer Event of Default" Shall mean the occurrence of any of the events set forth below:

(i) an Insolvency Event occurs with respect to Servicer;

(ii) Servicer fails to remit Collections and other amounts to the Purchaser's Account in accordance with Section 5(b)(ii);

(iii) Servicer fails to deliver a Payment Reconciliation or perform any of its other duties when and as required under Section 5(c) and such failure is not cured within two (2) Business Days;

(iv) a breach of the Servicer's representations and warranties in any material respect (but excluding any representations and warranties made in its capacity as a Seller) under this Agreement; or

(v) Servicer breaches or fails to perform any of its other duties or obligations set forth in the Agreement (except as otherwise provided in clauses (i), (ii), (iii) and (iv) above) and such failure is not cured within ten (10) calendar days following Servicer's receipt of written notice of such failure from Purchaser.

"Term": The period of time during which this Agreement shall be in effect, determined as provided in Section 2(c) hereof.

"UCC": The Uniform Commercial Code in effect in the State of New York from time to time.

"USD": United States Dollars, the lawful currency of the United States of America.

"U.S. Person": any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"Wolverine": As defined in the preamble to this Agreement.

Exhibit B

Form of Purchase Request

[date]

HSBC Bank USA, N.A.
452 Fifth Avenue
New York, New York 10018

Reference is hereby made to that certain Receivable Purchase Agreement, dated as of December 22, 2014, by and among Wolverine World Wide, Inc., ("Wolverine" or "Seller Representative"), each of the parties signatory thereto as Sellers (each a "Seller" and collectively the "Sellers"), and HSBC Bank USA, N.A. ("Purchaser") (as it may be amended, modified or supplemented from time to time, the "Agreement"; capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement).

Pursuant to the terms of the Agreement, Seller Representative hereby requests that Purchaser purchase from Sellers the Proposed Receivables listed herein with an aggregate Net Invoice Amount of USD[___________].

Seller Representative represents and warrants that as of the date hereof and on the Purchase Date:

1. Following the purchase of the Proposed Receivables set forth in this Purchase Request, (A) the Outstanding Aggregate Purchase Amount does not exceed USD[____________] and (B) the Outstanding Account Debtor Purchase Amount with respect to the Purchased Receivables (assuming the Proposed Receivables constitute Purchased Receivables) payable by any Account Debtor does not exceed the sublimit established by Purchaser for such Account Debtor;

2. Each Seller's representations and warranties set forth in the Agreement are true and correct in all material respects;

3. The conditions precedent for purchase set forth in Section 2(d) of the Agreement have been satisfied;

4. No Event of Repurchase exists on such Purchase Date except for repurchases being effectuated on the date hereof by setoff by Purchaser against the Purchase Price for the Proposed Receivables; and

5. There has not been any Material Adverse Change since December 28, 2013.

6. Set forth below is the applicable invoice related to the Proposed Receivables offered for sale by Sellers to Purchaser based on the Approved Account Debtor(s), including Account Debtor's legal name, address, the purchase order number(s) and the invoice number(s), the stated amount of the invoice(s), the Net Invoice Amount of the invoice(s), the date and term of the invoice(s), the Invoice Due Date for such invoice(s):

[____]

[____]

[____]

Upon payment of the first installment of the Purchase Price, Purchaser hereby purchases, and Seller hereby sells, all of such Seller's right, title and interest (but none of such Seller's Retained Obligations) with respect to the Proposed Receivables on the attached Exhibit as of the date of payment of the first installment of the Purchase Price, and the Proposed Receivables shall become Purchased Receivables in the manner set forth in the Agreement.

____

By:___________________________________
Name:
Title:

Exhibit C

Form of Incumbency Certificate/Certified Resolutions

CERTIFICATE

Organization Name: ________________________
State Where Organized: _________________
Type of Organization: _________________

I, the undersigned, DO HEREBY CERTIFY that I am an officer of, and authorized to certify on behalf of, the above named organization (the "Organization"), that I am the keeper of the minutes and records of the Organization in the United States, and that as of the date of this Certificate:

1. Each of the persons named below has been duly elected or appointed to the office of the Organization and presently holds the office in the Organization set forth next to such person's name, and next to the specification of the office held by each such person is a true and genuine specimen of such person's signature:

NAME	TITLE	SIGNATURE
	___________________________	____________________________
	___________________________	____________________________

2. Attached hereto as Exhibit A and Exhibit B, respectively, are true, correct and complete copies of the Organizational Documents of the Organization as in effect on the date hereof;

3. Attached hereto as Exhibit C is a true, correct and complete copy of the Certificate of Good Standing issued by the Secretary of State of the State of ____________;

4. The following is a true, correct and complete copy of certain resolutions of the Organization, which resolutions were duly adopted by the [Board of Directors] [note that certain Sellers are LLCs] and have not been amended, modified or rescinded since their adoption and remain in full force and effect:

RESOLUTIONS

[WHEREAS, the Board must approve the sale of any asset in an amount exceeding $10 million; and]

WHEREAS, it is desirable that [Seller] (the "Company") be able to sell accounts receivable owing to the Company by various debtors (the "Receivables") to HSBC Bank USA, N.A. or to any agent of any of the foregoing (collectively, the "Receivables Purchaser") pursuant to a Receivables Purchase Agreement between the Company, as seller and initial servicer, and the Receivables Purchaser (the "Purchase Agreement"); and

WHEREAS, it is desirable for the Company to execute the Purchase Agreement and to execute such other documents (collectively, the "Transaction Documents") relating to the Purchase Agreement which are necessary or advisable thereunder.

NOW, THEREFORE, BE IT RESOLVED, that each of the Transaction Documents are hereby authorized and approved; and it is further

RESOLVED, that the Chief Executive Officer and President; Senior Vice President, Chief Financial Officer and Treasurer; and Vice President General Counsel and Secretary(each, an "Authorized Officer"), acting singly, is hereby authorized to execute and deliver to the Receivables Purchaser, on behalf of the Company, the Transaction Documents, in such form and substance as such Authorized Officer shall approve, such approval to be conclusively evidenced by the execution and delivery of said Transaction Documents to the Receivables Purchaser, as applicable, by any Authorized Officer; and be it further

RESOLVED, that any Authorized Officer, acting singly, is hereby authorized to execute and deliver to the Receivables Purchaser, as applicable, such amendments, restatements or supplements of or schedules to the Transaction Documents as such Authorized Officer shall approve, such approval to be conclusively evidenced by the execution and delivery of said amendment, restatement, supplement or schedule to the Receivables Purchaser, as applicable, by any Authorized Officer; and be it further

RESOLVED, that any Authorized Officer, acting singly, or any employee of the Company designated by said Authorized Officer, acting singly, is hereby authorized to sell any Receivable to the Receivable Purchaser and to execute and deliver to the Receivables Purchaser, on behalf of the Company, any assignments or other agreements or documents of any type which, in the reasonable opinion of the Receivables Purchaser, are necessary to vest title to the Receivables in the Receivables Purchaser; and be it further

RESOLVED, that any Authorized Officer of the Company, acting singly, is hereby authorized to execute and deliver to the Receivables Purchaser such documents and to do all acts deemed advisable or necessary by any such officer, employee or agent of the Company, in order for the Company to carry out and perform the Transaction Documents and effect the foregoing resolutions, such performance or execution by such officer, employee or agent to be conclusive evidence of the approval by such officer, employee or agent of such act or document; and be it further

RESOLVED, that all acts authorized by each of the foregoing resolutions taken heretofore by any Authorized Officer or person authorized therein are hereby ratified, authorized and approved as the authorized acts of the Company; and be it further

RESOLVED, that each of the foregoing resolutions shall continue in full force until express written notice of its rescission or modification has been received by the Receivables Purchaser, but if the authority contained in any of them should be revoked or terminated by operation of law without such notice and without Receivables Purchaser having knowledge of such revocation or termination, it is resolved and hereby agreed for the purpose of inducing the Receivables Purchaser to act thereunder that the Receivables Purchaser shall be saved harmless from any loss suffered or liability incurred by it in so acting after such revocation or termination without such notice; and be it further

RESOLVED, that these resolutions are in addition to and not by way of limitation of any other resolutions of the Company in favor of the Receivables Purchaser.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Organization's seal, if applicable, this ______ day of December, 2014.

____
[Signature]

Name: ______________________________
Title: ______________________________

Exhibit D

Description of Collateral in Financing Statement

All accounts, payment intangibles and other rights to payment arising out of Seller's sale of goods or provision of services and purchased by Purchaser from Seller.

Exhibit E
Payment Reconciliation

__________________, Seller

Exhibit E shows the payment for each individual invoice related to the Purchased Receivable.
Please include all the information in the Purchase Request together with the payment date, payment amount, any Dilution and the outstanding amount, if any.

Account Debtor	Invoice Number	Amount	Invoice Date	Invoice Due Date	Date of Receipt of Payment	Payment Amount	Dilution	Excess Dilution	Unpaid Balance if any

Exhibit 21

SUBSIDIARIES OF THE REGISTRANT

Name	State or Country of Incorporation or Organization
Forus Colombia S.A.S.	Colombia
Hush Puppies Retail, Inc.	Michigan
d/b/a Hush Puppies	
Hush Puppies / Merrell	
Hush Puppies / Merrell / Sebago	
Hush Puppies / Merrell / Wolverine	
Hush Puppies / Sebago / Merrell	
Merrell	
Rockford Footwear Depot	
Track 'N Trail	
Wolverine Company Store	
Keds, LLC	Massachusetts
Krause Global B.V.	The Netherlands
LifeStyle Brands (BVI) Limited	British Virgin Islands
LifeStyle Brands (HK) Limited	Hong Kong
LifeStyle Brands of Colombia S.A.S.	Colombia
Open Water Ventures, LLC	Delaware
Robeez (UK) Ltd.	England & Wales
Robeez European Sales Ltd.	England & Wales
Rockford Global C.V.	The Netherlands
Saucony IP Holdings LLC	Delaware
Saucony UK, Inc.	Massachusetts
Saucony, Inc.	Massachusetts
Sebago Dominican Limited	Cayman Islands
Sebago International Limited	Cayman Islands
Sebago USA, LLC	Delaware
Spartan Shoe Company Limited	Cayman Islands
Sperry Top-Sider, LLC	Massachusetts
d/b/a Sperry Top-Sider	
Sperry Top-Sider / Suacony	
SR Holdings, LLC	Delaware
SR/Ecom, Inc.	Massachusetts
SRL, LLC	Delaware
Stride Rite Children's Group, LLC	Massachusetts
d/b/a Stride Rite	
Stride Rite Keds Sperry Outlet Store	
Stride Rite Outlet	
Stride Rite Bootery	
Stride Rite Family Footwear	
Stride Rite / Saucony / Keds / Sperry Top-Sider	
Stride Rite / Keds / Sperry	
Stride Rite / Keds / Sperry Top-Sider	

Name	State or Country of Incorporation or Organization
Stride Rite de Mexico, S.A. de C.V.	Mexico
Stride Rite International Corp.	Massachusetts
Stride Rite International Services Brazil Ltda	Brazil
Stride Rite Investment Corporation	Massachusetts
Stride Rite Sourcing International, Inc.	Massachusetts
Stride Rite UK Limited	England & Wales
Tata International Wolverine Brands Limited	India
The Stride Rite Corporation	Massachusetts
Wolverine Consulting Services (Zhuhai) Company Limited	People's Republic of China
Wolverine de Argentina S.r.l.	Argentina
Wolverine de Costa Rica, S.A.	Costa Rica
Wolverine de Mexico, S.A. de C.V.	Mexico
Wolverine Distribution, Inc.	Delaware
Wolverine Europe B.V.	The Netherlands
Wolverine Europe Limited	England & Wales
Wolverine Europe Retail B.V.	The Netherlands
Wolverine Europe Retail Limited	England & Wales
Wolverine International S.à.r.l.	Luxembourg
Wolverine International S.L.	Spain
Wolverine Newco Cayman, Ltd.	Cayman Islands
Wolverine Outdoors, Inc.	Michigan
Wolverine Procurement, Inc.	Michigan
Wolverine Slipper Group, Inc.	Michigan
d/b/a Wolverine Slipper Group	
Wolverine Sourcing, Inc.	Michigan
Wolverine Sourcing, Ltd.	Cayman Islands
Wolverine Trading (HK) Limited	Hong Kong
Wolverine Trading (Zhuhai) Company Limited	People's Republic of China
Wolverine Vietnam LLC	Vietnam
Wolverine World Wide Canada ULC	Alberta
Wolverine World Wide Europe Limited	England & Wales
Wolverine World Wide HK Limited	Hong Kong
Wolverine Worldwide Brands Private Limited	India
Wolverine Worldwide Leathers HK Limited	Hong Kong
Wolverine Worldwide Leathers, Inc.	Delaware

Exhibit 23

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements (Form S-4 No., 333-190076 and Form S-8 Nos., 33-55213, 33-63689, 33-64854, 333-49523, 333-93563, 333-67462, 333-88898, 333-97917, 333-106973, 333-129202, 333-165201, 333-186914) pertaining to the 6.125% Senior Notes due 2020 of Wolverine World Wide, Inc. and the various stock option, incentive and deferred compensation plans of Wolverine World Wide, Inc. of our reports dated March 3, 2015, with respect to the consolidated financial statements and schedule of Wolverine World Wide, Inc., and the effectiveness of internal control over financial reporting of Wolverine World Wide, Inc., included in this Annual Report on Form 10-K for the year ended January 3, 2015.

/s/ Ernst & Young LLP

Grand Rapids, Michigan
March 3, 2015

Exhibit 24

POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Wolverine World Wide, Inc., does hereby appoint BLAKE W. KRUEGER; DONALD T. GRIMES; and BRENDAN M. GIBBONS, or any of them, his or her attorneys or attorney, with full power of substitution, to execute in his or her name Wolverine World Wide, Inc. Annual Reports on Form 10-K, and any amendments to such reports, and to file them with the Securities and Exchange Commission. Each attorney shall have power and authority to do and perform in the name and on behalf of the undersigned, in any and all capacities, every act to be done in the premises as fully and to all intents and purposes as the undersigned could do in person, and the undersigned hereby ratifies and approves the acts of such attorneys.

Date	Signature
February 26, 2015	/s/ Jeffrey M. Boromisa
	Jeffrey M. Boromisa

POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Wolverine World Wide, Inc., does hereby appoint BLAKE W. KRUEGER; DONALD T. GRIMES; and BRENDAN M. GIBBONS, or any of them, his or her attorneys or attorney, with full power of substitution, to execute in his or her name Wolverine World Wide, Inc. Annual Reports on Form 10-K, and any amendments to such reports, and to file them with the Securities and Exchange Commission. Each attorney shall have power and authority to do and perform in the name and on behalf of the undersigned, in any and all capacities, every act to be done in the premises as fully and to all intents and purposes as the undersigned could do in person, and the undersigned hereby ratifies and approves the acts of such attorneys.

Date	Signature
February 27, 2015	/s/ Roxane Divol
	Roxane Divol

POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Wolverine World Wide, Inc., does hereby appoint BLAKE W. KRUEGER; DONALD T. GRIMES; and BRENDAN M. GIBBONS, or any of them, his or her attorneys or attorney, with full power of substitution, to execute in his or her name Wolverine World Wide, Inc. Annual Reports on Form 10-K, and any amendments to such reports, and to file them with the Securities and Exchange Commission. Each attorney shall have power and authority to do and perform in the name and on behalf of the undersigned, in any and all capacities, every act to be done in the premises as fully and to all intents and purposes as the undersigned could do in person, and the undersigned hereby ratifies and approves the acts of such attorneys.

Date	Signature
February 26, 2015	/s/ David T. Kollat
	David T. Kollat

POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Wolverine World Wide, Inc., does hereby appoint BLAKE W. KRUEGER; DONALD T. GRIMES; and BRENDAN M. GIBBONS, or any of them, his or her attorneys or attorney, with full power of substitution, to execute in his or her name Wolverine World Wide, Inc. Annual Reports on Form 10-K, and any amendments to such reports, and to file them with the Securities and Exchange Commission. Each attorney shall have power and authority to do and perform in the name and on behalf of the undersigned, in any and all capacities, every act to be done in the premises as fully and to all intents and purposes as the undersigned could do in person, and the undersigned hereby ratifies and approves the acts of such attorneys.

Date	Signature
February 26, 2015	/s/ Brenda J. Lauderback
	Brenda J. Lauderback

POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Wolverine World Wide, Inc., does hereby appoint BLAKE W. KRUEGER; DONALD T. GRIMES; and BRENDAN M. GIBBONS, or any of them, his or her attorneys or attorney, with full power of substitution, to execute in his or her name Wolverine World Wide, Inc. Annual Reports on Form 10-K, and any amendments to such reports, and to file them with the Securities and Exchange Commission. Each attorney shall have power and authority to do and perform in the name and on behalf of the undersigned, in any and all capacities, every act to be done in the premises as fully and to all intents and purposes as the undersigned could do in person, and the undersigned hereby ratifies and approves the acts of such attorneys.

Date	Signature
February 27, 2015	/s/ Michael A. Volkema
	Michael A. Volkema

POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Wolverine World Wide, Inc., does hereby appoint BLAKE W. KRUEGER; DONALD T. GRIMES; and BRENDAN M. GIBBONS, or any of them, his or her attorneys or attorney, with full power of substitution, to execute in his or her name Wolverine World Wide, Inc. Annual Reports on Form 10-K, and any amendments to such reports, and to file them with the Securities and Exchange Commission. Each attorney shall have power and authority to do and perform in the name and on behalf of the undersigned, in any and all capacities, every act to be done in the premises as fully and to all intents and purposes as the undersigned could do in person, and the undersigned hereby ratifies and approves the acts of such attorneys.

Date	Signature
February 26, 2015	/s/ William K. Gerber
	William K. Gerber

POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Wolverine World Wide, Inc., does hereby appoint BLAKE W. KRUEGER; DONALD T. GRIMES; and BRENDAN M. GIBBONS, or any of them, his or her attorneys or attorney, with full power of substitution, to execute in his or her name Wolverine World Wide, Inc. Annual Reports on Form 10-K, and any amendments to such reports, and to file them with the Securities and Exchange Commission. Each attorney shall have power and authority to do and perform in the name and on behalf of the undersigned, in any and all capacities, every act to be done in the premises as fully and to all intents and purposes as the undersigned could do in person, and the undersigned hereby ratifies and approves the acts of such attorneys.

Date	Signature
February 26, 2015	/s/ Timothy J. O'Donovan
	Timothy J. O'Donovan

POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Wolverine World Wide, Inc., does hereby appoint BLAKE W. KRUEGER; DONALD T. GRIMES; and BRENDAN M. GIBBONS, or any of them, his or her attorneys or attorney, with full power of substitution, to execute in his or her name Wolverine World Wide, Inc. Annual Reports on Form 10-K, and any amendments to such reports, and to file them with the Securities and Exchange Commission. Each attorney shall have power and authority to do and perform in the name and on behalf of the undersigned, in any and all capacities, every act to be done in the premises as fully and to all intents and purposes as the undersigned could do in person, and the undersigned hereby ratifies and approves the acts of such attorneys.

Date	Signature
February 27, 2015	/s/ Joseph R. Gromek
	Joseph R. Gromek

POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Wolverine World Wide, Inc., does hereby appoint BLAKE W. KRUEGER; DONALD T. GRIMES; and BRENDAN M. GIBBONS, or any of them, his or her attorneys or attorney, with full power of substitution, to execute in his or her name Wolverine World Wide, Inc. Annual Reports on Form 10-K, and any amendments to such reports, and to file them with the Securities and Exchange Commission. Each attorney shall have power and authority to do and perform in the name and on behalf of the undersigned, in any and all capacities, every act to be done in the premises as fully and to all intents and purposes as the undersigned could do in person, and the undersigned hereby ratifies and approves the acts of such attorneys.

Date	Signature
February 26, 2015	/s/ Nicholas T. Long
	Nicholas T. Long

POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Wolverine World Wide, Inc., does hereby appoint BLAKE W. KRUEGER; DONALD T. GRIMES; and BRENDAN M. GIBBONS, or any of them, his or her attorneys or attorney, with full power of substitution, to execute in his or her name Wolverine World Wide, Inc. Annual Reports on Form 10-K, and any amendments to such reports, and to file them with the Securities and Exchange Commission. Each attorney shall have power and authority to do and perform in the name and on behalf of the undersigned, in any and all capacities, every act to be done in the premises as fully and to all intents and purposes as the undersigned could do in person, and the undersigned hereby ratifies and approves the acts of such attorneys.

Date	Signature
February 26, 2015	/s/ Gina R. Boswell
	Gina R. Boswell

Exhibit 31.1

CERTIFICATION

I, Blake W. Krueger, certify that:

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

Date: March 3, 2015

/s/ Blake W. Krueger

Blake W. Krueger
Chairman, Chief Executive Officer and President
Wolverine World Wide, Inc.

Exhibit 31.2

CERTIFICATION

I, Donald T. Grimes, certify that:

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

Date: March 3, 2015

/s/ Donald T. Grimes

Donald T. Grimes
Senior Vice President, Chief Financial Officer and Treasurer
Wolverine World Wide, Inc.

Exhibit 32

CERTIFICATIONS

Solely for the purpose of complying with 18 U.S.C. § 1350, each of the undersigned hereby certifies in his capacity as an officer of Wolverine World Wide, Inc. (the "Company") that the Annual Report of the Company on Form 10-K for the accounting period ended January 3, 2015 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such report fairly presents, in all material respects, the financial condition of the Company at the end of such period and the results of operations of the Company for such period.

Date: March 3, 2015

/s/ Blake W. Krueger

Blake W. Krueger
Chairman, Chief Executive Officer and President

/s/ Donald T. Grimes

Donald T. Grimes
Senior Vice President, Chief Financial Officer and Treasurer