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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-Q

☒ Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended **March 31, 2016**

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 001-37484

WestRock Company

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**47-3335141**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)
501 South 5 th Street, Richmond, Virginia	**23219-0501**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's Telephone Number, Including Area Code: **(804) 444-1000**

N/A

(Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report.)

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes ☒ No ☐

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

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐ (Do not check if 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 Exchange Act).

Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date:

Class	Outstanding as of April 29, 2016
Common Stock, $0.01 par value	252,609,625

WESTROCK COMPANY
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Glossary of Terms

The following terms or acronyms used in this Form 10-Q are defined below:

Term or Acronym	Definition
2016 Incentive Stock Plan	WestRock Company Incentive Stock Plan
Adjusted Earnings per Diluted Share	As defined on p. 50
Adjusted Net Income	As defined on p. 50
A/R Sales Agreement	As defined on p. 26
Antitrust Litigation	As defined on p. 32
ASC	FASB's Accounting Standards Codification
ASU	Accounting Standards Update
BSF	Billion square feet
Boiler MACT	As defined on p. 30
Business Combination Agreement	The Second Amended and Restated Business Combination Agreement, dated as of April 17, 2015 and amended as of May 5, 2015 by and among WestRock, RockTenn, MWV, RockTenn Merger Sub, and MWV Merger Sub
CERCLA	The Comprehensive Environmental Response, Compensation, and Liability Act of 1980
Clean Power Plan	As defined on p. 31
Code	The Internal Revenue Code of 1986, as amended
Combination	Pursuant to the Business Combination Agreement, (i) RockTenn Merger Sub was merged with and into RockTenn, with RockTenn surviving the merger as a wholly owned subsidiary of WestRock, and (ii) MWV Merger Sub was merged with and into MWV, with MWV surviving the merger as a wholly owned subsidiary of WestRock, which occurred on July 1, 2015
Common Stock	WestRock common stock, par value $0.01 per share
containerboard	Linerboard and corrugating medium
Credit Agreement	As defined on p. 25
Credit Facility	As defined on p. 25
EPA	U.S. Environmental Protection Agency
ESPP	WestRock Company Employee Stock Purchase Plan
FASB	Financial Accounting Standards Board
Farm Loan Credit Agreement	As defined on p. 25
FIFO	First-in first-out inventory valuation method
Fiscal 2015 Form 10-K	WestRock's Annual Report on Form 10-K for the fiscal year ended September 30, 2015
GAAP	Generally accepted accounting principles in the U.S.
GHG	Greenhouse gases
GPS	Green Power Solutions of Georgia, LLC
Grupo Gondi	Gondi, S.A. de C.V.
IDBs	Industrial Development Bonds
Ingevity	Ingevity Corporation, the specialty chemicals business of WestRock Company
LIFO	Last-in first-out inventory valuation method
MWV	WestRock MWV, LLC, formerly MeadWestvaco Corporation
MWV Merger Sub	Milan Merger Sub, LLC
MMSF	Millions of square feet

Term or Acronym	Definition
Packaging Acquisition	The January 19, 2016 acquisition of certain legal entities formerly owned by Cenveo Inc., in a stock purchase
Pension Act	Pension Protection Act of 2006
PRPs or PRP	Potentially responsible parties
PSD	Prevention of Significant Deterioration
Receivables Facility	Our $700.0 million receivables-backed financing facility that expires on October 24, 2017
RockTenn	WestRock RKT Company, formerly Rock-Tenn Company
RockTenn Merger Sub	Rome Merger Sub, Inc.
SEC	Securities and Exchange Commission
SG&A	Selling, general and administrative expenses
Smurfit-Stone	Smurfit-Stone Container Corporation
Smurfit-Stone Acquisition	The May 27, 2011 acquisition of Smurfit-Stone by Rock-Tenn Company
SP Fiber	SP Fiber Holdings, Inc.
SP Fiber Acquisition	The October 1, 2015 acquisition of SP Fiber
Title V permit	Operating permits issued under Title V of the Clean Air Act
U.S.	United States
WestRock	WestRock Company
WestRock MWV, LLC	Formerly named MWV
WestRock RKT Company	Formerly named RockTenn

PART I: FINANCIAL INFORMATION

Item 1. ***FINANCIAL STATEMENTS (UNAUDITED)***

WESTROCK COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(In Millions, Except Per Share Data)

	Three Months Ended March 31,		Six Months Ended March 31,	
	2016	2015	2016	2015
Net sales	$ 3,696.6	$ 2,455.6	$ 7,377.3	$ 4,969.8
Cost of goods sold	2,975.8	1,998.5	5,955.3	4,043.2
Gross profit	720.8	457.1	1,422.0	926.6
Selling, general and administrative, excluding intangible amortization	368.0	230.5	731.7	451.8
Selling, general and administrative intangible amortization	64.8	22.1	129.0	44.5
Pension lump sum settlement and retiree medical curtailment, net	—	—	—	11.9
Restructuring and other costs, net	131.2	17.2	302.3	22.6
Impairment of Specialty Chemicals goodwill	—	—	478.3	—
Operating profit (loss)	156.8	187.3	(219.3)	395.8
Interest expense	(62.9)	(23.0)	(128.1)	(46.3)
Interest income and other income (expense), net	6.6	(0.5)	21.1	(0.3)
Equity in (loss) income of unconsolidated entities	(0.3)	2.4	1.0	4.6
Income (loss) before income taxes	100.2	166.2	(325.3)	353.8
Income tax expense	(40.4)	(55.8)	(66.6)	(117.8)
Consolidated net income (loss)	59.8	110.4	(391.9)	236.0
Less: Net income attributable to noncontrolling interests	(2.9)	(0.6)	(4.7)	(1.1)
Net income (loss) attributable to common stockholders	$ 56.9	$ 109.8	$ (396.6)	$ 234.9
Basic earnings (loss) per share attributable to common stockholders	$ 0.22	$ 0.78	$ (1.55)	$ 1.67
Diluted earnings (loss) per share attributable to common stockholders	$ 0.22	$ 0.77	$ (1.55)	$ 1.65
Cash dividends paid per share	$ 0.375	$ 0.3205	$ 0.750	$ 0.5080

See Accompanying Notes to Condensed Consolidated Financial Statements

WESTROCK COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(Unaudited)
(In Millions)

	Three Months Ended March 31,		Six Months Ended March 31,	
	2016	2015	2016	2015
Consolidated net income (loss)	$ 59.8	$ 110.4	$ (391.9)	$ 236.0
Other comprehensive income (loss), net of tax:				
Foreign currency translation gain (loss)	147.4	(29.5)	97.7	(47.2)
Derivatives:				
Deferred loss on cash flow hedges	(0.6)	—	(0.6)	—
Reclassification adjustment of net loss on cash flow hedges included in earnings	0.3	—	0.6	—
Defined benefit pension plans:				
Net actuarial gain (loss) arising during the period	1.4	—	1.4	(2.8)
Amortization and settlement recognition of net actuarial loss, included in pension cost	1.7	5.1	3.4	22.8
Prior service cost arising during the period	—	—	—	(13.9)
Amortization and curtailment recognition of prior service cost (credit), included in pension cost	0.3	0.3	0.6	(4.9)
Other comprehensive income (loss)	150.5	(24.1)	103.1	(46.0)
Comprehensive income (loss)	210.3	86.3	(288.8)	190.0
Less: Comprehensive income attributable to noncontrolling interests	(3.1)	(0.5)	(4.8)	(0.9)
Comprehensive income (loss) attributable to common stockholders	$ 207.2	$ 85.8	$ (293.6)	$ 189.1

See Accompanying Notes to Condensed Consolidated Financial Statements

WESTROCK COMPANY
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)
(In Millions, Except Share Data)

	March 31, 2016	September 30, 2015
ASSETS		
Current assets:		
Cash and cash equivalents	$ 367.6	$ 228.3
Restricted cash	7.3	7.3
Accounts receivable (net of allowances of $36.3 and $29.6)	1,662.8	1,690.0
Inventories	2,058.9	1,963.4
Other current assets	352.6	271.4
Total current assets	4,449.2	4,160.4
Property, plant and equipment, net	9,787.3	9,596.7
Goodwill	5,210.4	5,694.5
Intangibles, net	3,449.2	3,552.2
Restricted assets held by special purpose entities	1,297.0	1,302.1
Prepaid pension asset	543.0	532.9
Other assets	532.3	518.0
	$ 25,268.4	$ 25,356.8
LIABILITIES AND EQUITY		
Current liabilities:		
Current portion of debt	$ 518.9	$ 74.1
Accounts payable	1,243.4	1,303.8
Accrued compensation and benefits	350.1	358.0
Other current liabilities	444.7	427.3
Total current liabilities	2,557.1	2,163.2
Long-term debt due after one year	5,858.3	5,558.3
Pension liabilities, net of current portion	293.8	316.0
Postretirement benefit liabilities, net of current portion	144.3	143.0
Non-recourse liabilities held by special purpose entities	1,174.5	1,179.6
Deferred income taxes	3,513.8	3,540.6
Other long-term liabilities	637.4	658.0
Commitments and contingencies (Note 14)		
Redeemable noncontrolling interests	14.4	14.2
Equity:		
Preferred stock, $0.01 par value; 30.0 million shares authorized; no shares outstanding	—	—
Common Stock, $0.01 par value; 600.0 million shares authorized; 252.4 million and 257.0 million shares outstanding at March 31, 2016 and September 30, 2015, respectively	2.5	2.6
Capital in excess of par value	10,549.8	10,767.8
Retained earnings	1,060.3	1,661.6
Accumulated other comprehensive loss	(677.2)	(780.2)
Total stockholders' equity	10,935.4	11,651.8
Noncontrolling interests	139.4	132.1
Total equity	11,074.8	11,783.9
	$ 25,268.4	$ 25,356.8

See Accompanying Notes to Condensed Consolidated Financial Statements

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WESTROCK COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(In Millions)

	Six Months Ended March 31,	
	2016	2015
Operating activities:		
Consolidated net (loss) income	$ (391.9)	$ 236.0
Adjustments to reconcile consolidated net (loss) income to net cash provided by operating activities:		
Depreciation, depletion and amortization	585.5	304.5
Cost of real estate sold	23.4	—
Deferred income tax (benefit) expense	(1.7)	87.1
Share-based compensation expense	30.2	21.4
(Gain) loss on disposal of plant, equipment and other, net	(0.2)	2.4
Equity in income of unconsolidated entities	(1.0)	(4.6)
Pension and other postretirement funding (more) than expense (income)	(40.5)	(47.3)
Cash surrender value increase in excess of premiums paid	(17.5)	—
Impairment adjustments and other non-cash items	170.2	(5.6)
Impairment of Specialty Chemicals goodwill	478.3	—
Change in operating assets and liabilities, net of acquisitions:		
Accounts receivable	113.5	120.5
Inventories	(80.2)	(22.1)
Other assets	(63.4)	(90.7)
Accounts payable	(58.8)	(7.4)
Income taxes	23.7	(30.3)
Accrued liabilities and other	5.6	(13.1)
Net cash provided by operating activities	775.2	550.8
Investing activities:		
Capital expenditures	(418.4)	(235.2)
Cash (paid) received for purchase of businesses, net of cash acquired	(381.0)	3.7
Debt purchased in connection with an acquisition	(36.5)	—
Investment in unconsolidated entities	(0.4)	—
Return of capital from unconsolidated entities	0.5	0.4
Proceeds from sale of subsidiary and affiliates	10.2	—
Proceeds from sale of property, plant and equipment	9.5	8.4
Net cash used for investing activities	(816.1)	(222.7)
Financing activities:		
Additions to revolving credit facilities	592.0	148.9
Repayments of revolving credit facilities	(513.7)	(109.0)
Additions to debt	1,021.1	110.9
Repayments of debt	(455.2)	(377.8)
Commercial card program	0.2	(0.6)
Debt issuance costs	—	(0.1)
Issuances of common stock, net of related minimum tax withholdings	(10.8)	(26.8)
Purchases of common stock	(238.8)	(8.7)
Excess tax benefits from share-based compensation	0.1	16.4
Repayments to consolidated entity	(0.2)	(0.4)
Cash dividends paid to shareholders	(191.6)	(71.4)
Cash distributions paid to noncontrolling interests	(16.8)	(1.3)
Net cash provided by (used for) financing activities	186.3	(319.9)
Effect of exchange rate changes on cash and cash equivalents	(6.1)	(1.1)
Increase in cash and cash equivalents	139.3	7.1
Cash and cash equivalents at beginning of period	228.3	32.6

Cash and cash equivalents at end of period	$ 367.6	$ 39.7
Supplemental disclosure of cash flow information:		
Cash paid during the period for:		
Income taxes, net of refunds	$ 49.4	$ 44.6
Interest, net of amounts capitalized	145.3	41.6

Supplemental schedule of non-cash investing and financing activities:

Liabilities assumed in the six months ended March 31, 2016 relate to the SP Fiber Acquisition and the Packaging Acquisition. For additional information regarding these acquisitions see **" *Note 5. Merger and Acquisitions* "** .

	Six Months Ended March 31, 2016
	(In millions)
Fair value of assets acquired, including goodwill	$ 577.4
Cash consideration for the purchase of businesses, net of cash acquired [1]	$ 375.7
Debt purchased in connection with an acquisition	$ 36.5
Liabilities assumed	$ 165.2
Included in liabilities assumed is the following item:	
Debt assumed in acquisitions	$ 14.9

[1] Cash consideration for the purchase of businesses, net of cash acquired reflects the cash flow line item cash paid for the purchase of businesses, net of cash acquired less the estimated working capital settlements of $3.2 million for the SP Fiber Acquisition and $2.1 million for the Packaging Acquisition.

See Accompanying Notes to Condensed Consolidated Financial Statements

WESTROCK COMPANY
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
For the Three and Six Month Periods Ended March 31, 2016
(Unaudited)

*Unless the context otherwise requires, " **we** ", " **us** ", " **our** ", " **WestRock** " and " **the Company** " refer to the business of WestRock Company, its wholly-owned subsidiaries and its partially-owned consolidated subsidiaries.*

We are one of North America's leading providers of packaging solutions and manufacturers of containerboard and paperboard. We operate locations in North America, South America, Europe and Asia. We also operate a specialty chemicals business and we develop real estate in Charleston, SC.

Note 1. Interim Financial Statements

Our independent registered public accounting firm has not audited our accompanying interim financial statements. We derived the Condensed Consolidated Balance Sheet at September 30, 2015 from the audited Consolidated Financial Statements included in our Fiscal 2015 Form 10-K. In the opinion of our management, the Condensed Consolidated Financial Statements reflect all adjustments, which are of a normal recurring nature, necessary for a fair presentation of our statements of operations for the three and six months ended March 31, 2016 and March 31, 2015 , our comprehensive income (loss) for the three and six months ended March 31, 2016 and March 31, 2015 , our financial position at March 31, 2016 and September 30, 2015 , and our cash flows for the six months ended March 31, 2016 and March 31, 2015 .

We have condensed or omitted certain notes and other information from the interim financial statements presented in this Quarterly Report on Form 10-Q. Therefore, these interim statements should be read in conjunction with our Fiscal 2015 Form 10-K. The results for the three and six months ended March 31, 2016 are not necessarily indicative of results that may be expected for the full year.

Note 2. New Accounting Standards

Recently Adopted Standards

In November 2015, the FASB issued ASU 2015-17 " *Balance Sheet Classification of Deferred Taxes",* which amends certain provisions of ASC 740 " *Income Taxes* ". The ASU requires that all deferred tax liabilities and assets be classified as noncurrent in a classified statement of financial position. In addition, companies will no longer allocate valuation allowances between current and noncurrent deferred tax assets because those allowances also will be classified as noncurrent. The ASU is effective for annual periods, and for interim periods within those annual periods, beginning after December 15, 2016. Early adoption was permitted for all companies in any interim or annual period. The guidance may be adopted on either a prospective or retrospective basis. We adopted these provisions prospectively on December 31, 2015, and prior periods were not retrospectively adjusted. The adoption did not have a material effect on our consolidated financial statements.

Recently Issued Standards

In March 2016, the FASB issued ASU 2016-09 " *Compensation—Stock Compensation: Improvements To Employee Share Based Payment Accounting* ", which amends certain provisions of ASU 718, " *Compensation - Stock Compensation* ". The ASU will require all income tax effects of awards to be recognized in the income statement when the awards vest or are settled. It also will allow an employer to repurchase more of an employee's shares than it can today for tax withholding purposes without triggering liability accounting and to make a policy election to account for forfeitures as they occur. The provisions are effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years. We expect to adopt these provisions on October 1, 2017, and based on our current stock compensation awards, the adoption is not expected to have a material effect on our consolidated financial statements.

In March 2016, the FASB issued ASU 2016-08 " *Revenue from Contracts with Customer, Principal versus Agent Considerations (Reporting Revenue Gross versus Net)* " to clarify the principal versus agent guidance in its new revenue recognition standard. The amendments clarify how an entity should identify the unit of accounting for the principal versus agent evaluation and how it should apply the control principle to certain types of arrangements, such as service transactions. These provisions also clarify the indicators to determine when an entity is acting as a principal or an agent. The ASU is effective for annual reporting periods beginning after December 15, 2017, including interim periods within those annual periods, and can be applied using a full retrospective or modified retrospective approach. We expect to adopt these provisions on October 1, 2018, including interim periods subsequent to the date of adoption. We are evaluating the impact of these provisions.

In March 2016, the FASB issued ASU 2016-07 " *Investments—Equity Method and Joint Ventures: Simplifying the Transition to the Equity Method of Accounting* ", which amends certain provisions of ASU 323 " *Investments-Equity Method and Joint Ventures* ". The ASU eliminates the requirement that an investor retrospectively apply equity method accounting when an investment that it had accounted for by another method initially qualifies for the equity method. The guidance will be applied prospectively and is effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years. We expect to adopt these provisions on October 1, 2017, and the adoption is not expected to have a material effect on our consolidated financial statements.

In March 2016, the FASB issued ASU 2016-05 " *Derivatives and Hedging--Effect of Derivative Contract Novations on Existing Hedge Accounting Relationships",* which amends certain provisions of ASU 815 " *Derivatives and Hedging".* The ASU clarifies that a change in the counterparty to a derivative instrument that has been designated as a hedging instrument under ASC 815 does not, in and of itself, require dedesignation of the instrument if all other hedge criteria continue to be met. These provisions are effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years, and can be adopted using a prospective or modified retrospective approach. Early adoption is permitted. We expect to adopt these provisions on October 1, 2017, including interim periods subsequent to the date of adoption, and do not expect that these provisions will have a material effect on our consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02 " *Leases",* which is codified in ASC 842 " *Leases"* and supersedes current lease guidance in ASC 840. These provisions require lessees to put a right-of-use asset and lease liability on their balance sheet for operating and financing leases that have a term of more than one year. Expense will be recognized in the income statement similar to current accounting guidance. For lessors, the ASU modifies the classification criteria and the accounting for sales-type and direct financing leases. Entities will need to disclose qualitative and quantitative information about their leases, including characteristics and amounts recognized in the financial statements. These provisions are effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. Early adoption is permitted. We expect to adopt these provisions on October 1, 2019, including interim periods subsequent to the date of adoption. Entities are required to use a modified retrospective approach upon adoption to recognize and measure leases at the beginning of the earliest comparative period presented in the financial statements. We are evaluating the impact of these provisions.

In September 2015, the FASB issued ASU 2015-16 " *Simplifying the Accounting for Measurement-Period Adjustments",* which amends certain provisions of ASC 805 " *Business Combinations* ". The ASU mandates that measurement-period adjustments be recorded by the acquirer in the period these amounts are determined, and eliminates the requirement to record them retrospectively. These provisions are effective for fiscal years beginning after December 15, 2015, including interim periods within those fiscal years, applied prospectively to open measurement periods. We expect to adopt these provisions on October 1, 2016, including interim periods subsequent to the date of adoption. We are evaluating the impact of these provisions.

In July 2015, the FASB issued ASU 2015-11 " *Simplifying the Measurement of Inventory",* which amends certain provisions of ASC 330 " *Inventory* ". The ASU requires inventory to be measured at the lower of cost and net realizable value. These provisions do not apply to inventory that is measured using LIFO or the retail inventory method. These provisions apply to all other inventory, which includes inventory that is measured using FIFO or average cost. These provisions are effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years, applied prospectively. Early adoption is permitted as of the beginning of an interim or annual reporting period. We expect to adopt these provisions on October 1, 2017, including interim periods subsequent to the date of adoption, prospectively. Given that the majority of our inventory is measured using LIFO, we do not expect that the adoption of these provisions will have a material effect on our consolidated financial statements.

In May 2015, the FASB issued ASU 2015-07 " *Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share".* The ASU amends ASC 820 " *Fair Value Measurement"* and eliminates the requirement to categorize within the fair value hierarchy investments for which fair value is measured using the net asset value (or its equivalent) practical expedient. Investments for which fair value is measured at net asset value per share using the practical expedient should not be categorized in the fair value hierarchy. However, disclosures on investments for which fair value is measured at net asset value as a practical expedient should continue to be disclosed to help users understand the nature and risks of the investments and whether the investments, if sold, are probable of being sold at amounts different from net asset value. The ASU is effective for annual periods, and for interim periods within those annual periods, beginning after December 15, 2015. We expect to adopt these provisions on October 1, 2016, including interim periods subsequent to the date of adoption, applied retrospectively to all periods presented. We do not expect that the adoption of these provisions will have a material effect on our consolidated financial statements.

In April 2015, the FASB issued ASU 2015-05 " *Customers Accounting for Fees Paid in a Cloud Computing Arrangement* ", which amends ASC 350 " *Intangibles-Goodwill and Other Internal-Use Software".* The ASU requires entities to record a software

license intangible asset if a hosting arrangement for internal-use software allows the entity to take possession of the software, and it is feasible that the entity can run the software on its own hardware, or contract a vendor to host the software. These provisions are effective for annual periods, and interim periods within those annual periods, beginning after December 15, 2015. We expect to adopt these provisions on October 1, 2016, including interim periods subsequent to the date of adoption. We are evaluating the impact of these provisions.

In April 2015, the FASB issued ASU 2015-04 " *Practical Expedient for the Measurement Date of an Employer's Defined Benefit Obligation and Plan Assets* ". The ASU amends ASC 715 " *Retirement Plans* " and allows entities to use a practical expedient to measure defined benefit plan assets and obligations using a month-end that is closest to the entity's fiscal year end, as well as the option to use the closest date to a significant event when plan assets and obligations are remeasured. These provisions are effective for annual periods, and for interim periods within those annual periods, beginning after December 15, 2015. Early application is permitted. We expect to adopt these provisions on October 1, 2016, including interim periods subsequent to the date of adoption. We do not expect that the adoption of these provisions will have a material effect on our consolidated financial statements.

In February 2015, the FASB issued ASU 2015-02 " *Consolidation-Amendments to the Consolidation Analysis* ", which amends certain provisions of ASC 810 " *Consolidation* ". The amendment requires the consideration of additional criteria in (i) the analysis and determination of whether limited partnerships and similar legal entities are variable interest entities or voting interest entities and (ii) primary beneficiary determinations. The ASU also eliminates certain fees from the consolidation analysis of reporting entities that are involved with variable interest entities. The ASU is effective for annual periods, and for interim periods within those annual periods, beginning after December 15, 2015. We expect to adopt these provisions on October 1, 2016, including interim periods subsequent to the date of adoption. We do not expect that the adoption of these provisions will have a material effect on our consolidated financial statements.

In June 2014, the 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* ". The ASU amends ASC 718 " *Compensation - Stock Compensation* " and clarifies that a performance target in a share-based payment that affects vesting and that could be achieved after the requisite service period should be accounted for as a performance condition and impact compensation cost when it is probable the performance target will be achieved. These provisions are effective for annual periods beginning after December 15, 2015. We expect to adopt these provisions on October 1, 2016, and based on our current stock compensation awards, the adoption is not expected to have a material effect on our consolidated financial statements.

In May 2014, the FASB issued ASU 2014-09 which is codified in ASC 606 " *Revenue from Contracts with Customers* " and supersedes both the revenue recognition requirement to ASC 605 " *Revenue Recognition* " and most industry-specific guidance. The core principle of ASC 606 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. To achieve that core principle, an entity should apply the five steps set forth in ASC 606. An entity must also disclose sufficient information to enable users of financial statements to understand the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers, including qualitative and quantitative information about contracts with customers, significant judgments and changes in judgments, and assets recognized from the costs to obtain or fulfill a contract. In August 2015, the FASB issued ASU 2015-14, " *Revenue from Contracts with Customers : Deferral of the Effective Date,* " which deferred the effective date of ASU 2014-09 by one year. Therefore, these provisions are effective for annual reporting periods beginning after December 15, 2017 (October 1, 2018 for us), including interim periods within that annual period, and can be applied using a full retrospective or modified retrospective approach. We are evaluating the impact of these provisions.

Note 3. Equity and Other Comprehensive (Loss) Income

Equity

The following is a summary of the changes in total equity for the six months ended March 31, 2016 (in millions):

	WestRock Company Stockholders' Equity	Noncontrolling [1] Interests	Total Equity
Balance at September 30, 2015	$ 11,651.8	$ 132.1	$ 11,783.9
Net (loss) income	(396.6)	3.9	(392.7)
Other comprehensive income, net of tax	103.0	—	103.0
Noncontrolling interests assumed in acquisition	—	10.9	10.9
Income tax expense from share-based plans	(11.0)	—	(11.0)
Compensation expense under share-based plans	31.3	—	31.3
Cash dividends declared (per share - $0.75) [2]	(193.2)	—	(193.2)
Distributions and adjustments to noncontrolling interests	—	(7.3)	(7.3)
Sale of subsidiary shares from noncontrolling interest	—	(0.2)	(0.2)
Issuance of common stock, net of stock received for minimum tax withholdings	(11.1)	—	(11.1)
Purchases of common stock	(238.8)	—	(238.8)
Balance at March 31, 2016	$ 10,935.4	$ 139.4	$ 11,074.8

[1] Excludes amounts related to contingently redeemable noncontrolling interests which are separately classified outside of permanent equity in the mezzanine section of the Condensed Consolidated Balance Sheets.

[2] Includes cash dividends paid, and dividends declared but unpaid, related to the shares reserved but unissued to satisfy Smurfit-Stone bankruptcy claims.

Stock Repurchase Program

In July 2015, our board of directors authorized a repurchase program of up to 40.0 million shares of Common Stock, representing approximately 15 percent of our outstanding Common Stock as of July 1, 2015. The shares of Common Stock may be repurchased over an indefinite period of time at the discretion of management. As of September 30, 2015, the remaining authorization under our repurchase program was approximately 34.6 million shares. Pursuant to that repurchase program, in the six months ended March 31, 2016 , we repurchased approximately 5.8 million shares of Common Stock for an aggregate cost of $238.8 million . As of March 31, 2016, we had approximately 28.8 million shares of Common Stock available for repurchase under the program.

Accumulated Other Comprehensive Loss

The tables below summarize the changes in accumulated other comprehensive loss, net of tax, by component for the six months ended March 31, 2016 and March 31, 2015 (in millions):

	Cash Flow Hedges	Defined Benefit Pension and Postretirement Plans	Foreign Currency Items	Total [1]
Balance at September 30, 2015	$ (1.4)	$ (540.7)	$ (238.1)	$ (780.2)
Other comprehensive income (loss) before reclassifications	(0.5)	1.4	97.7	98.6
Amounts reclassified from accumulated other comprehensive loss	0.6	3.8	—	4.4
Net current period other comprehensive income	0.1	5.2	97.7	103.0
Balance at March 31, 2016	$ (1.3)	$ (535.5)	$ (140.4)	$ (677.2)

[1] All amounts are net of tax and noncontrolling interest.

	Cash Flow Hedges	Defined Benefit Pension and Postretirement Plans	Foreign Currency Items	Total [1]
Balance at September 30, 2014	$ (0.2)	$ (498.2)	$ 3.1	$ (495.3)
Other comprehensive loss before reclassifications	—	(16.7)	(46.8)	(63.5)
Amounts reclassified from accumulated other comprehensive loss	—	17.6	—	17.6
Net current period other comprehensive income (loss)	—	0.9	(46.8)	(45.9)
Balance at March 31, 2015	$ (0.2)	$ (497.3)	$ (43.7)	$ (541.2)

[1] All amounts are net of tax and noncontrolling interest.

The net of tax components were determined using effective tax rates averaging approximately 34% to 35% for the six months ended March 31, 2016 and 38% to 39% for the six months ended March 31, 2015 . Foreign currency translation gains recorded in accumulated other comprehensive loss for the six months ended March 31, 2016 were primarily due to the changes in the Brazilian Real/U.S. dollar, Canadian/U.S. dollar and Euro/U.S. dollar exchange rates. Foreign currency translation gains and losses recorded in accumulated other comprehensive loss for the six months ended March 31, 2015 were primarily due to the change in the Canadian/U.S. dollar exchange rates. For the six months ended March 31, 2016 , we recorded defined benefit net actuarial gains of $1.4 million , net of tax of $0.8 million , in other comprehensive (loss) income, primarily due to the partial settlement and curtailment of certain defined benefit plans. For the six months ended March 31, 2015 , we recorded defined benefit net actuarial losses and prior service costs, net of tax, in other comprehensive (loss) income of $2.8 million and $13.9 million , respectively, primarily due to the partial settlement, plan amendments and curtailment of certain defined benefit plans. The deferred income tax expense associated with the net actuarial losses and prior service costs was $1.7 million and $8.8 million , respectively. The amounts reclassified out of accumulated other comprehensive loss into earnings for these events are summarized in the reclassifications tables below.

The following table summarizes the reclassifications out of accumulated other comprehensive loss by component (in millions):

	Three Months Ended March 31, 2016			Three Months Ended March 31, 2015		
	Pretax	Tax	Net of Tax	Pretax	Tax	Net of Tax
Amortization of defined benefit pension and postretirement items [1]						
Actuarial losses [2]	$ (2.3)	$ 0.6	$ (1.7)	$ (8.0)	$ 3.1	$ (4.9)
Prior service (costs) credits [2]	(0.5)	0.1	(0.4)	(0.4)	0.1	(0.3)
Subtotal defined benefit plans	(2.8)	0.7	(2.1)	(8.4)	3.2	(5.2)
Derivative Instruments [1]						
Commodity cash flow hedges [3]	(0.4)	0.2	(0.2)	—	—	—
Foreign currency cash flow hedges [4]	0.1	—	0.1	—	—	—
Subtotal derivative instruments	(0.3)	0.2	(0.1)	—	—	—
Total reclassifications for the period	$ (3.1)	$ 0.9	$ (2.2)	$ (8.4)	$ 3.2	$ (5.2)

(1) Amounts in parentheses indicate charges to earnings. Amounts pertaining to noncontrolling interests are excluded.
(2) Included in the computation of net periodic pension cost (See " ***Note 12. Retirement Plans*** " for additional details).
(3) Included in cost of goods sold.
(4) Included in net sales.

The following table summarizes the reclassifications out of accumulated other comprehensive loss by component (in millions):

	Six Months Ended March 31, 2016			Six Months Ended March 31, 2015		
	Pretax	Tax	Net of Tax	Pretax	Tax	Net of Tax
Amortization of defined benefit pension and postretirement items [1]						
Actuarial losses [2]	$ (4.6)	$ 1.3	$ (3.3)	$ (36.3)	$ 13.8	$ (22.5)
Prior service (cost) credits [2]	(0.9)	0.2	(0.7)	8.0	(3.1)	4.9
Subtotal defined benefit plans	(5.5)	1.5	(4.0)	(28.3)	10.7	(17.6)
Derivative Instruments [1]						
Commodity cash flow hedges [3]	(1.1)	0.5	(0.6)	—	—	—
Foreign currency cash flow hedges [4]	0.3	(0.1)	0.2	—	—	—
Subtotal derivative instruments	(0.8)	0.4	(0.4)	—	—	—
Total reclassifications for the period	$ (6.3)	$ 1.9	$ (4.4)	$ (28.3)	$ 10.7	$ (17.6)

(1) Amounts in parentheses indicate charges to earnings. Amounts pertaining to noncontrolling interests are excluded.
(2) Included in the computation of net periodic pension cost (see " ***Note 12. Retirement Plans*** " for additional details).
(3) Included in cost of goods sold.
(4) Included in net sales.

Note 4. Earnings per Share

Our restricted stock awards granted to non-employee directors are considered participating securities as they receive non-forfeitable rights to dividends at the same rate as Common Stock. As participating securities, we include these instruments in the earnings allocation in computing earnings per share under the two-class method described in ASC 260 " *Earnings per Share* ". The following table sets forth the computation of basic and diluted earnings per share under the two-class method (in millions, except per share data):

	Three Months Ended March 31,		Six Months Ended March 31,	
	2016	2015	2016	2015
Basic earnings (loss) per share:				
Numerator:				
Net income (loss) attributable to common stockholders	$ 56.9	$ 109.8	$ (396.6)	$ 234.9
Denominator:				
Basic weighted average shares outstanding	254.0	140.8	255.8	140.5
Basic earnings (loss) per share attributable to common stockholders	$ 0.22	$ 0.78	$ (1.55)	$ 1.67
Diluted earnings (loss) per share:				
Numerator:				
Net income (loss) attributable to common stockholders	$ 56.9	$ 109.8	$ (396.6)	$ 234.9
Denominator:				
Basic weighted average shares outstanding	254.0	140.8	255.8	140.5
Effect of dilutive stock options and non-participating securities	3.4	1.9	—	2.2
Diluted weighted average shares outstanding	257.4	142.7	255.8	142.7
Diluted earnings (loss) per share attributable to common stockholders	$ 0.22	$ 0.77	$ (1.55)	$ 1.65

During the three and six months ended March 31, 2016 and March 31, 2015 in the table above, the amount of distributed and undistributed income available to participating securities was *de minimi* s and did not impact net income attributable to common stockholders.

Weighted average shares includes approximately 0.3 million of reserved, but unissued shares at each of March 31, 2016 and March 31, 2015 . These reserved shares will be distributed as claims are liquidated or resolved in accordance with the Smurfit-Stone Plan of Reorganization and Confirmation Order.

Options and restricted stock in the amount of 2.5 million common shares in the three months ended March 31, 2016 were not included in computing diluted earnings per share because the effect would have been antidilutive. Due to the net loss in the six months ended March 31, 2016 , options and restricted stock in the amount of 5.7 million common shares were not included in computing diluted earnings per share because the effect would have been antidilutive. Options and restricted stock in the amount of 0.1 million and 0.5 million common shares in the three and six months ended March 31, 2015 , respectively, were not included in computing diluted earnings per share because the effect would have been antidilutive.

Note 5. Merger and Acquisitions

Packaging Acquisition

On January 19, 2016, we completed the stock purchase of certain legal entities formerly owned by Cenveo Inc. The entities acquired provide value-added folding carton and litho-laminated display packaging solutions. The purchase price was $97.2 million , net of cash received of $1.7 million . The transaction is subject to an estimated working capital settlement of $2.1 million and is subject to an election under Section 338(h)(10) of the Code that will increase the U.S. tax basis in the acquired U.S. assets for an as yet to be determined amount. We believe the transaction has provided us with attractive and complementary customers, markets and facilities. We have included the financial results of the acquired entities since the date of the acquisition in our Consumer Packaging segment.

The preliminary purchase price allocation for the acquisition included $9.7 million of customer relationship intangible assets, $9.2 million of goodwill and $26.0 million of liabilities, including $ 1.2 million of debt. We are amortizing the customer relationship intangibles over estimated useful lives ranging from 9 to 15 years based on a straight-line basis because the amortization pattern was not reliably determinable. The fair value assigned to goodwill is primarily attributable to buyer-specific synergies expected to arise after the acquisition (e.g., enhanced reach of the combined organization and other synergies), and the assembled work force. We expect the goodwill and intangibles of the U.S. entities to be amortizable for income tax purposes. We are in the process of analyzing the estimated values of all assets acquired and liabilities assumed including, among other things, obtaining final third-party valuations of certain tangible and intangible assets as well as the fair value of certain contracts and the determination of certain tax balances; thus, the allocation of the purchase price is preliminary and subject to revision.

SP Fiber

On October 1, 2015, we acquired SP Fiber in a stock purchase. The transaction included the acquisition of mills located in Dublin, GA and Newberg, OR, which produce lightweight recycled containerboard and kraft and bag paper. The Newberg mill also produced newsprint. As part of the transaction, we also acquired SP Fiber's 48 percent interest in GPS. GPS is a renewable energy joint venture providing steam to the Dublin mill and energy to Georgia Power. The purchase price was $281.7 million , net of cash received of $9.5 million . The transaction is subject to an estimated working capital settlement of $3.2 million . In addition, we paid $36.5 million for debt owed by GPS and thereby own the majority of the debt issued by GPS.

We believe the Dublin mill will help balance the fiber mix of our mill system and that the addition of kraft and bag paper will diversify our product offering, including our ability to serve the increasing demand for lighter weight containerboard. Subsequent to the transaction, we announced the permanent closure of the Newberg mill due to the decline in market conditions of the newsprint business and our need to balance supply and demand in our containerboard system. We determined GPS should be consolidated as a variable interest entity under ASC 810 “Consolidation”. Our evaluation concluded that WestRock is the primary beneficiary of GPS as WestRock has both the power and benefits as defined by ASC 810. We have included the financial results of SP Fiber and GPS since the date of the acquisition in our Corrugated Packaging segment.

The preliminary purchase price allocation for the acquisition included $13.5 million of customer relationship intangible assets, $45.1 million of goodwill, including recording an adjustment to deferred taxes in the second quarter of fiscal 2016, and $139.2 million of liabilities, including $13.7 million of debt primarily owed by GPS to third parties. We are amortizing the customer relationship intangibles over 20 years based on a straight-line basis because the amortization pattern was not reliably determinable. The fair value assigned to goodwill is primarily attributable to buyer-specific synergies expected to arise after the acquisition (e.g., enhanced reach of the combined organization and other synergies), the assembled work force of SP Fiber as well as due to establishing deferred taxes for the assets and liabilities acquired. The goodwill and intangibles will not be amortizable for income tax purposes. We are in the process of analyzing the estimated values of all assets acquired and liabilities assumed including, among other things, obtaining final third-party valuations of certain tangible and intangible assets as well as the fair value of certain contracts and the determination of certain tax balances, thus, the allocation of the purchase price is preliminary and subject to revision.

The Combination

On July 1, 2015, pursuant to the Business Combination Agreement, RockTenn and MWV completed a strategic combination of their respective businesses. Pursuant to the Business Combination Agreement, RockTenn and MWV became wholly owned subsidiaries of WestRock. RockTenn is the accounting acquirer.

The consideration for the Combination was $8,286.7 million . In connection with the Combination, RockTenn shareholders received in the aggregate approximately 130.4 million shares of Common Stock and approximately $667.8 million in cash. At the

effective time of the Combination, each share of common stock, par value $0.01 per share, of MWV issued and outstanding immediately prior to the effective time of the Combination was converted into the right to receive 0.78 shares of Common Stock. In the aggregate, MWV stockholders received approximately 131.2 million shares of Common Stock (which includes shares issued under certain MWV equity awards that vested as a result of the Combination). Included in the consideration was approximately $210.9 million related to the value of outstanding MWV equity awards that were replaced with WestRock equity awards with identical terms for pre-combination service. The value related to post-combination service will be expensed over the remaining service period of the awards.

We are in the process of analyzing the estimated values of all assets acquired and liabilities assumed including, among other things, obtaining final third-party valuations of certain tangible and intangible assets as well as the fair value of certain contracts and the determination of certain tax balances; thus, the allocation of the purchase price is preliminary and subject to material revision.

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed by major class of assets and liabilities as of the acquisition date, as well as adjustments made during fiscal 2016 (referred to as "measurement period adjustments") (in millions):

	Amounts Recognized as of the Acquisition Date [1]	Measurement Period Adjustments [2]	Amounts Recognized as of Acquisition Date (as Adjusted) [3]
Cash and cash equivalents	$ 265.7	$ —	$ 265.7
Current assets, excluding cash and cash equivalents	1,858.8	—	1,858.8
Property, plant and equipment	3,991.5	3.6	3,995.1
Prepaid pension asset	1,407.8	—	1,407.8
Goodwill	3,817.3	(84.1)	3,733.2
Intangible assets	2,994.2	—	2,994.2
Restricted assets held by special purpose entities	1,302.0	—	1,302.0
Other long-term assets	363.8	2.1	365.9
Total assets acquired	16,001.1	(78.4)	15,922.7
Current portion of debt	62.3	74.8	137.1
Current liabilities	1,099.4	(61.6)	1,037.8
Long-term debt due after one year	2,090.6	—	2,090.6
Non-recourse liabilities held by special purpose entities	1,181.0	—	1,181.0
Accrued pension and other long-term benefits	235.1	—	235.1
Deferred income tax liabilities	2,366.7	(67.5)	2,299.2
Other long-term liabilities	520.0	(24.1)	495.9
Noncontrolling interest	159.3	—	159.3
Total liabilities and noncontrolling interest assumed	7,714.4	(78.4)	7,636.0
Net assets acquired	$ 8,286.7	$ —	$ 8,286.7

[1] As previously reported in " ***Note 6. Merger and Acquisitions*** " of the Notes to Consolidated Financial Statements section of the Fiscal 2015 Form 10-K.

[2] The measurement period adjustments recorded in fiscal 2016 did not have a significant impact on our condensed consolidated statements of operations for the three months ended September 30, 2015 or the three and six months ended March 31, 2016. In addition, these adjustments did not have a significant impact on our consolidated balance sheet as of September 30, 2015. Therefore, we have recorded the cumulative impact in fiscal 2016 and have not retrospectively adjusted the comparative 2015 financial information presented herein.

[3] The measurement period adjustments were due primarily to refinements to third party appraisals and carrying amounts of certain assets and liabilities as well as adjustments to certain tax accounts based on, among other things, adjustments to deferred tax liabilities, including any appraisal adjustments, analysis of the tax basis of acquired assets and liabilities,

other tax adjustments and the classification of supplier financing arrangements. The net impact of the measurement period adjustments resulted in a net decrease to goodwill.

The preliminary estimated fair value assigned to goodwill is primarily attributable to buyer-specific synergies expected to arise after the acquisition (e.g., enhanced geographic reach of the combined organization and increased vertical integration and synergistic opportunities), the assembled work force of MWV as well as due to establishing deferred tax liabilities for the assets and liabilities acquired. The goodwill and intangibles resulting from the acquisition will not be amortizable for tax purposes.

The following table summarizes the weighted average life and gross carrying amount relating to intangible assets recognized in the Combination, excluding goodwill (in millions):

	Weighted Avg. Life	Gross Carrying Amount
Customer relationships	19.2	$ 2,881.7
Patents	9.8	57.2
Trademarks	4.5	52.9
Favorable contracts	8.2	2.4
Total	18.8	$ 2,994.2

None of the intangibles has significant residual value. The intangibles are expected to be amortized over estimated useful lives ranging from 1 to 20 years based on the approximate pattern in which the economic benefits are consumed or straight-line if the pattern was not reliably determinable.

The preliminary allocation of the consideration for the Combination also includes, among other things, $38.5 million of unfavorable contracts that will be amortized over 1 to 9 years and a $346.2 million adjustment to increase the carrying value of the debt assumed to fair value that will be amortized over 1 to 32 years.

The following unaudited pro forma information reflects our condensed consolidated results of operations as if the Combination had taken place on October 1, 2013. The unaudited pro forma information is not necessarily indicative of the results of operations that we would have reported had the transaction actually occurred at the beginning of these periods nor is it necessarily indicative of future results. The unaudited pro forma financial information does not reflect the impact of future events that may occur after the Combination, including, but not limited to, anticipated costs savings from synergies or other operational improvements.

	Three Months Ended March 31, 2015	Six Months Ended March 31, 2015
	(Unaudited, in millions)	
Net sales	$ 3,700.9	$ 7,556.8
Net income attributable to common stockholders	$ 138.6	$ 294.9

The unaudited pro forma financial information presented in the table above has been adjusted to give effect to adjustments that are (1) directly related to the business combination; (2) factually supportable; and (3) expected to have a continuing impact. These adjustments include, but are not limited to, the application of our accounting policies; elimination of related party transactions; depreciation and amortization related to fair value adjustments to property, plant and equipment and intangible assets including contracts assumed; and interest expense on acquisition related debt.

Unaudited pro forma earnings for three and six months ended March 31, 2015 were adjusted to exclude $25.1 million of acquisition costs, which primarily consist of advisory, legal, accounting, valuation and other professional or consulting fees.

Note 6. Restructuring and Other Costs, Net

Summary of Restructuring and Other Initiatives

We recorded pre-tax restructuring and other costs, net, of $131.2 million and $17.2 million for the three months ended March 31, 2016 and March 31, 2015 , respectively, and recorded pre-tax restructuring and other costs, net, of $302.3 million and $22.6 million for the six months ended March 31, 2016 and March 31, 2015 , respectively. These amounts are not comparable since the timing and scope of the individual actions associated with a restructuring, an acquisition or integration can vary. We discuss these charges in more detail below.

When we close a facility, if necessary, we recognize an impairment charge primarily to reduce the carrying value of equipment or other property to their estimated fair value less cost to sell, and record charges for severance and other employee related costs. Any subsequent change in fair value less cost to sell prior to disposition is recognized as identified; however, no gain is recognized in excess of the cumulative loss previously recorded. At the time of each announced closure, we generally expect to record future charges for equipment relocation, facility carrying costs, costs to terminate a lease or contract before the end of its term and other employee related costs. Although specific circumstances vary, our strategy has generally been to consolidate our sales and operations into large well-equipped plants that operate at high utilization rates and take advantage of available capacity created by operational excellence initiatives. Therefore, we have transferred a substantial portion of each plant’s assets and production to our other plants. We believe these actions have allowed us to more effectively manage our business.

While restructuring costs are not charged to our segments and, therefore, do not reduce segment income, we highlight the segment to which the charges relate. The following table presents a summary of restructuring and other charges, net, related to active restructuring and other initiatives that we incurred during the three and six months ended March 31, 2016 and March 31, 2015 , the cumulative recorded amount since we started the initiative, and our estimate of the total we expect to incur (in millions):

Summary of Restructuring and Other Costs, Net

Segment	Period	Net Property, Plant and Equipment [1]	Severance and Other Employee Related Costs	Equipment and Inventory Relocation Costs	Facility Carrying Costs	Other Costs	Total
Corrugated Packaging [2]	Current Qtr.	$ 58.7	$ 6.1	$ 0.1	$ 7.3	$ 5.1	$ 77.3
	YTD Fiscal 2016	179.9	15.2	0.3	12.5	8.4	216.3
	Prior Year Qtr.	1.3	—	0.3	1.0	0.2	2.8
	YTD Fiscal 2015	1.6	—	0.4	1.9	1.1	5.0
	Cumulative	221.8	44.6	8.0	27.5	22.0	323.9
	Expected Total	221.8	44.6	9.8	35.3	23.5	335.0
Consumer Packaging [3]	Current Qtr.	0.1	—	0.3	0.3	—	0.7
	YTD Fiscal 2016	(2.0)	0.6	0.5	0.4	—	(0.5)
	Prior Year Qtr.	0.2	(0.2)	0.2	0.2	0.2	0.6
	YTD Fiscal 2015	0.3	0.2	0.2	0.2	0.2	1.1
	Cumulative	3.5	4.0	1.5	1.6	0.5	11.1
	Expected Total	3.5	4.0	1.5	1.6	0.5	11.1
Specialty Chemicals [4]	Current Qtr.	4.4	1.7	0.2	—	—	6.3
	YTD Fiscal 2016	4.4	1.7	0.2	—	—	6.3
	Prior Year Qtr.	—	—	—	—	—	—
	YTD Fiscal 2015	—	—	—	—	—	—
	Cumulative	4.4	1.7	0.2	—	—	6.3
	Expected Total	4.4	1.7	0.2	—	—	6.3
Other [5]	Current Qtr.	—	0.9	—	—	46.0	46.9
	YTD Fiscal 2016	1.2	0.9	—	—	78.1	80.2
	Prior Year Qtr.	—	—	—	—	13.8	13.8
	YTD Fiscal 2015	—	—	—	—	16.5	16.5
	Cumulative	1.2	0.9	—	—	358.9	361.0
	Expected Total	1.2	0.9	—	—	358.9	361.0
Total	Current Qtr.	$ 63.2	$ 8.7	$ 0.6	$ 7.6	$ 51.1	$ 131.2
	YTD Fiscal 2016	$ 183.5	$ 18.4	$ 1.0	$ 12.9	$ 86.5	$ 302.3
	Prior Year Qtr.	$ 1.5	$ (0.2)	$ 0.5	$ 1.2	$ 14.2	$ 17.2
	YTD Fiscal 2015	$ 1.9	$ 0.2	$ 0.6	$ 2.1	$ 17.8	$ 22.6
	Cumulative	$ 230.9	$ 51.2	$ 9.7	$ 29.1	$ 381.4	$ 702.3
	Expected Total	$ 230.9	$ 51.2	$ 11.5	$ 36.9	$ 382.9	$ 713.4

[1] We have defined " **Net Property, Plant and Equipment** " as used in this **Note 6** to represent property, plant and equipment impairment losses, subsequent adjustments to fair value for assets classified as held for sale, subsequent (gains) or losses on sales of property, plant and equipment and related parts and supplies, and accelerated depreciation on such assets, if any.

[2] The Corrugated Packaging segment current quarter and year to date charges primarily reflect the charges associated with the permanent closures of the Coshocton, OH and Uncasville, CT medium mills, the Newberg, OR containerboard and newsprint mill, the Vapi, India linerboard mill and on-going closure costs at previously closed facilities. The prior year quarter and prior year to date charges primarily reflect on-going closure costs at previously closed facilities net of asset sales. The cumulative charges are primarily associated with the closure of the Coshocton, Uncasville, Newberg, Vapi and Matane, Quebec mills and

the cumulative closure of certain corrugated container plants and recycled collection facilities acquired in the Smurfit-Stone Acquisition, and gains and losses associated with the sale of closed facilities. We have transferred a substantial portion of each closed facility's production to our other facilities.

(3) The Consumer Packaging segment current quarter charges reflect the charges associated with on-going closure costs at previously closed facilities net of asset sales. The year to date income is primarily associated with the gain on sale of the Cincinnati, OH specialty recycled paperboard mill, partially offset by severance costs relating to exiting a product offering at one of our facilities and on-going closure costs at previously closed facilities. The prior year quarter and prior year to date charges are primarily associated with on-going closure activity at previously closed facilities including the Cincinnati, OH mill. The cumulative charges primarily reflect our Cincinnati, OH mill and the consolidation of converting and merchandising displays facilities. We have transferred a substantial portion of each closed facility's production to our other facilities.

(4) The Specialty Chemicals segment current quarter, year to date and cumulative charges reflect the charges associated with the closure of our Duque de Caxias facility in Brazil.

(5) The expenses in the “Other” segment primarily reflect costs that we consider as related to Corporate that primarily consist of costs incurred as a result of the Combination, the Smurfit-Stone Acquisition, and other acquisition and divestiture expenses, including the planned Specialty Chemicals segment separation. The charges in the Net Property, Plant and Equipment column are for the write-off of leasehold improvements associated with the integration of the Combination. The pre-tax charges in the “Other” segment are summarized below (in millions):

	Acquisition Expenses	Integration Expenses	Divestiture Expenses	Other Expenses	Total
Current Qtr.	$ 2.0	$ 33.0	$ 11.0	$ 0.9	$ 46.9
YTD Fiscal 2016	$ 5.5	$ 54.5	$ 19.3	$ 0.9	$ 80.2
Prior Year Qtr.	$ 10.3	$ 3.5	$ —	$ —	$ 13.8
YTD Fiscal 2015	$ 10.8	$ 5.7	$ —	$ —	$ 16.5

Acquisition expenses include expenses associated with mergers, acquisitions and other business combinations, whether consummated or not, as well as litigation expenses associated with mergers, acquisitions and business combinations, net of recoveries. Acquisition expenses primarily consist of advisory, legal, accounting, valuation and other professional or consulting fees. Integration expenses reflect primarily severance and other employee costs, professional services including work being performed to facilitate merger and acquisition integration, such as information systems integration costs, lease expense and other costs. Divestiture expenses are primarily associated with costs incurred to support the planned Specialty Chemicals segment separation and consist primarily of advisory, legal, accounting and other professional fees. Due to the complexity and duration of the integration activities associated with the Combination, the precise amount expected to be incurred has not been quantified in the “Expected Total” in the ***Summary of Restructuring and Other Costs, Net*** table above. We expect integration activities to continue during fiscal 2016 and 2017.

The following table represents a summary of and the changes in the restructuring accrual, which is primarily composed of lease commitments, accrued severance and other employee costs, and a reconciliation of the restructuring accrual charges to the line item “ **Restructuring and other costs, net** ” on our Condensed Consolidated Statements of Operations (in millions):

	Six Months Ended March 31,	
	2016	2015
Accrual at beginning of fiscal year	$ 21.4	$ 10.9
Additional accruals	45.2	0.2
Payments	(26.3)	(5.0)
Adjustment to accruals	2.2	0.8
Accrual at March 31	$ 42.5	$ 6.9

Reconciliation of accruals and charges to restructuring and other costs, net:

	Six Months Ended March 31,	
	2016	2015
Additional accruals and adjustments to accruals (see table above)	$ 47.4	$ 1.0
Acquisition expenses	5.5	10.8
Integration expenses	30.1	5.9
Divestiture expenses	19.3	—
Net property, plant and equipment	183.5	1.9
Severance and other employee expense	2.6	0.1
Equipment and inventory relocation costs	1.0	0.6
Facility carrying costs	12.9	2.1
Other expense (income)	—	0.2
Total restructuring and other costs, net	$ 302.3	$ 22.6

Note 7. Income Taxes

The effective tax rates for the three and six months ended March 31, 2016 were 40.3% and (20.5)% , respectively. The effective tax rates for the three and six months ended March 31, 2015 were 33.6% and 33.3% , respectively. The effective tax rate for the three months ended March 31, 2016 was different than the statutory rate primarily due to the domestic manufacturer's deduction, the exclusion of tax benefits related to certain foreign losses and a tax rate differential with respect to foreign earnings. The effective tax rate for the six months ended March 31, 2016 was different than the statutory rate primarily due to no tax benefit being recorded for the goodwill impairment with respect to our Specialty Chemicals reporting unit (see ***Note 15.*** " ***Segment Information*** " for additional details), the domestic manufacturer's deduction, the exclusion of tax benefits related to certain foreign losses, and a tax rate differential with respect to foreign earnings primarily in Canada. The effective tax rates for the three and six months ended March 31, 2015 were different than the statutory rate primarily due to the impact of state taxes, the ability to claim the domestic manufacturer's deduction against U.S. taxable earnings and a lower tax rate with respect to foreign earnings primarily in Canada.

Note 8. Inventories

We value substantially all of our U.S. inventories at the lower of cost or market, with cost determined on the LIFO inventory valuation method, which we believe generally results in a better matching of current costs and revenues than under the FIFO inventory valuation method. In periods of increasing costs, the LIFO method generally results in higher cost of goods sold than under the FIFO method. In periods of decreasing costs, the results are generally the opposite. Since LIFO is designed for annual determinations, it is possible to make an actual valuation of inventory under the LIFO method only at the end of each fiscal year based on the inventory levels and costs at that time. Accordingly, we base interim LIFO estimates on management's projection of expected year-end inventory levels and costs. We value all other inventories at the lower of cost or market, with cost determined using methods which approximate cost computed on a FIFO basis. These other inventories represent primarily foreign inventories and certain inventoried spare parts and supplies inventories. Inventories were as follows (in millions):

	March 31, 2016	September 30, 2015
Finished goods and work in process	$ 1,044.3	$ 983.3
Raw materials	682.9	697.4
Spare parts and supplies	352.3	333.3
Inventories at FIFO cost	2,079.5	2,014.0
LIFO reserve	(20.6)	(50.6)
Net inventories	$ 2,058.9	$ 1,963.4

Note 9. Property, Plant and Equipment

Property, plant and equipment, net consists of the following (in millions):

	March 31, 2016	September 30, 2015
Property, plant and equipment at cost:		
Land and buildings	$ 2,385.3	$ 2,336.8
Machinery and equipment	10,786.2	10,066.6
Forestlands and mineral rights	164.7	161.3
Transportation equipment	25.6	20.3
Leasehold improvements	65.8	60.7
	13,427.6	12,645.7
Less accumulated depreciation and amortization	(3,640.3)	(3,049.0)
Property, plant and equipment, net	$ 9,787.3	$ 9,596.7

Note 10. Debt

In connection with the Combination, the public bonds previously issued by WestRock RKT Company and WestRock MWV, LLC are guaranteed by WestRock and have cross-guarantees by WestRock RKT Company and WestRock MWV, LLC. The IDBs associated with the capital lease obligations of WestRock MWV, LLC are guaranteed by WestRock. The public bonds are unsecured unsubordinated obligations that rank equally in right of payment with all of our existing and future unsecured unsubordinated obligations. At March 31, 2016 , our Credit Facility and public bonds were unsecured. For more information regarding certain of our debt characteristics, see " ***Note 9. Debt*** " of the Notes to Consolidated Financial Statements section of the Fiscal 2015 Form 10-K.

The following were individual components of debt (in millions):

	March 31, 2016		September 30, 2015	
	Carrying Value	Weighted Avg. Interest Rate	Carrying Value	Weighted Avg. Interest Rate
U.S. Dollar Denominated Fixed Rate Debt:				
Public bonds due fiscal 2017 to 2022	$ 1,661.6	3.8%	$ 1,672.2	3.8%
Public bonds due fiscal 2023 to 2027	429.6	4.4%	436.8	4.4%
Public bonds due fiscal 2030 to 2033	995.1	4.7%	1,002.8	4.6%
Public bonds due fiscal 2037 to 2047	179.7	5.9%	180.1	5.9%
U.S. Dollar Denominated Floating Rate Debt:				
Term loan facilities	2,395.2	1.7%	1,794.7	1.4%
Revolving credit and swing facilities	173.3	1.1%	64.1	2.6%
Receivables-backed financing facility	199.0	1.2%	198.0	0.9%
Capital lease obligations	169.2	5.4%	165.9	5.7%
Supplier Financing and Commercial Card Programs	102.2	—	3.2	—
International and other debt	72.3	7.4%	114.6	7.1%
Total debt	6,377.2	3.1%	5,632.4	3.3%
Less current portion of debt	518.9		74.1	
Long-term debt due after one year	$ 5,858.3		$ 5,558.3	

In connection with purchase accounting, we increased the value of debt assumed to reflect the debt at fair value. Total debt at March 31, 2016 and September 30, 2015 includes unamortized fair market value step-up of $323.1 million and $340.9 million ,

respectively. A portion of the debt classified as long-term, principally our Credit Facility and Receivables Facility, may be paid down earlier than scheduled at our discretion without penalty. Certain restrictive covenants govern our maximum availability under our credit facilities. We test and report our compliance with these covenants as required and were in compliance with all of our covenants at March 31, 2016 . At March 31, 2016 , we had $109.4 million of outstanding letters of credit not drawn upon, approximately $2.3 billion of availability under our committed credit facilities and over $0.2 billion available under our uncommitted credit facilities. This liquidity may be used to provide for ongoing working capital needs and for other general corporate purposes, including acquisitions, dividends and stock repurchases. The estimated fair value of our debt was approximately $6.4 billion and $5.7 billion as of March 31, 2016 and September 30, 2015 , respectively. The fair value of our long-term debt is primarily either based on quoted prices for those or similar instruments, or approximate the carrying amount as the variable interest rates reprice frequently at observable current market rates, and are categorized as level 2 within the fair value hierarchy.

Term Loans and Revolving Credit Facilities

In connection with the Combination, on July 1, 2015, WestRock entered into a credit agreement (the " **Credit Agreement** ") that provides for a 5 -year senior unsecured term loan in an aggregate principal amount of $2.3 billion ($1.1 billion of which was previously available to be drawn on a delayed draw basis not later than April 1, 2016 in up to two separate draws) and a 5 -year senior unsecured revolving credit facility in an aggregate committed principal amount of $2.0 billion (together the " **Credit Facility** "). On March 24, 2016, we drew $600 million of the available $1.1 billion delayed draw term loan for general corporate purposes. The balance of the delayed draw term loan facility has been terminated. Also, on July 1, 2015, we entered into a credit agreement (the " **Farm Loan Credit Agreement** ") with CoBank ACB. The Farm Loan Credit Agreement provides for a 7 -year senior unsecured term loan in an aggregate principal amount of $600.0 million .

On December 1, 2015, we entered into a $200.0 million uncommitted and revolving line of credit with Sumitomo Mitsui Banking Corporation. The facility matures on December 1, 2016. At March 31, 2016 , there were no amounts outstanding under this facility.

On February 11, 2016, we entered into a $100.0 million uncommitted and revolving line of credit with the Bank of Tokyo-Mitsubishi UFJ, LTD. The facility matures on February 9, 2017. At March 31, 2016, we had $99.0 million outstanding under this facility.

On March 4, 2016 we entered into a $100.0 million uncommitted and revolving line of credit with Cooperatieve Rabobank U.A., New York Branch. The facility matures on March 2, 2017. At March 31, 2016, we had $71.3 million outstanding under this facility.

Receivables-Backed Financing Facility

Our $700.0 million receivables-backed financing facility matures on October 24, 2017. At March 31, 2016 and September 30, 2015 , maximum available borrowings, excluding amounts outstanding, under the Receivables Facility were approximately $527.8 million and $555.4 million , respectively. The carrying amount of accounts receivable collateralizing the maximum available borrowings at March 31, 2016 was approximately $716.2 million . We have continuing involvement with the underlying receivables as we provide credit and collections services pursuant to the securitization agreement.

Note 11. Fair Value

Assets and Liabilities Measured or Disclosed at Fair Value

We estimate fair values in accordance with ASC 820 *"Fair Value Measurement* ". ASC 820 provides a framework for measuring fair value and expands disclosures required about fair value measurements. Specifically, ASC 820 sets forth a definition of fair value and a hierarchy prioritizing the inputs to valuation techniques. ASC 820 defines fair value as the price that would be received from the sale of an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Additionally, ASC 820 defines levels within the hierarchy based on the availability of quoted prices for identical items in active markets, similar items in active or inactive markets and valuation techniques using observable and unobservable inputs. We incorporate credit valuation adjustments to reflect both our own nonperformance risk and the respective counterparty's nonperformance risk in our fair value measurements.

We disclose the fair value of our pension and postretirement assets and liabilities in " ***Note 13. Retirement Plans*** " of the Notes to Consolidated Financial Statements section of the Fiscal 2015 Form 10-K and the fair value of our long-term debt in " ***Note 10. Debt*** " herein. We have, or from time to time may have, various assets or liabilities whose fair value are not significant, such as

supplemental retirement savings plans that are nonqualified deferred compensation plans pursuant to which assets are invested primarily in mutual funds, interest rate derivatives, commodity derivatives or other similar classes of assets or liabilities.

Accounts Receivable Sales Agreement

In fiscal 2014, we entered into an agreement (the " **A/R Sales Agreement** ") to sell to a third party financial institution all of the short term receivables generated from certain customer trade accounts, on a revolving basis, until the agreement is terminated by either party. Transfers under this agreement meet the requirements to be accounted for as sales in accordance with the "Transfers and Servicing" guidance in ASC 860. Subsequently, on February 27, 2015, the A/R Sales Agreement was amended to increase the maximum amount of receivables to $300.0 million .

The following table represents a summary of the activity under the A/R Sales Agreement for the six months ended March 31, 2016 and March 31, 2015 (in millions):

	Six Months Ended March 31,	
	2016	2015
Receivable from financial institution at beginning of fiscal year	$ 5.8	$ 10.4
Receivables sold to the financial institution and derecognized	671.4	564.6
Receivables collected by financial institution	(649.6)	(453.7)
Cash proceeds from financial institution	(4.8)	(87.1)
Receivable from financial institution at March 31,	$ 22.8	$ 34.2

Cash proceeds related to receivables sold are included in cash from operating activities in the condensed consolidated statement of cash flows in the accounts receivable line item. The loss on sale is not material as it is currently less than 1% per annum of the receivables sold, and is recorded in interest income and other income (expense), net. Although the sales are made without recourse, we maintain continuing involvement with the sold receivables as we provide collections services related to the transferred assets. The associated servicing liability is not material given the high quality of the customers underlying the receivables and the anticipated short collection period.

Financial Instruments Not Recognized at Fair Value

Financial instruments not recognized at fair value on a recurring or nonrecurring basis include cash and cash equivalents, accounts receivable, certain other current assets, short-term debt, accounts payable, certain other current liabilities, and long-term debt. With the exception of long-term debt, the carrying amounts of these financial instruments approximate their fair values due to their short maturities.

Fair Value of Nonfinancial Assets and Nonfinancial Liabilities

We measure certain nonfinancial assets and liabilities at fair value on a nonrecurring basis. These assets and liabilities include cost and equity method investments when they are deemed to be other-than-temporarily impaired, assets acquired and liabilities assumed in an acquisition or in a nonmonetary exchange, and property, plant and equipment and intangible assets that are written down to fair value when they are held for sale or determined to be impaired. During the three and six months ended March 31, 2016 and March 31, 2015 , we did not have any significant nonfinancial assets or nonfinancial liabilities that were measured at fair value on a nonrecurring basis in periods subsequent to initial recognition other than the goodwill impairment test performed on our Specialty Chemicals reporting unit in the first quarter of fiscal 2016 as discussed in " ***Note 15. Segment Information*** ".

Note 12. Retirement Plans

We have defined benefit pension plans and other postretirement plans for certain U.S. and non-U.S. employees. These plans were frozen for salaried and non-union hourly employees at various times in the past, although some employees meeting certain criteria are still accruing benefits. In addition, under several labor contracts, we make payments, based on hours worked, into multiemployer pension plan trusts established for the benefit of certain collective bargaining employees in facilities both inside and outside the U.S. We also have supplemental executive retirement plans and other non-qualified defined benefit pension plans that provide unfunded supplemental retirement benefits to certain of our current and former executives. The supplemental executive retirement plans provide for incremental pension benefits in excess of those offered in our principal pension plan. The postretirement plans provide certain health care and life insurance benefits for certain salaried and hourly employees who meet specified age and service requirements as defined by the plans. For more information regarding our retirement plans, see " ***Note 13. Retirement Plans*** " of the Notes to Consolidated Financial Statements section of the Fiscal 2015 Form 10-K.

The following table represents a summary of the components of net pension (benefit) cost (in millions):

	Three Months Ended March 31,		Six Months Ended March 31,	
	2016	2015	2016	2015
Service cost	$ 11.6	$ 7.9	$ 33.5	$ 15.6
Interest cost	77.3	46.8	154.7	96.4
Expected return on plan assets	(102.9)	(61.3)	(206.0)	(126.3)
Amortization of net actuarial loss	2.6	8.4	5.3	17.1
Amortization of prior service cost	0.9	0.8	1.9	1.1
Curtailment gain recognized	(1.0)	—	(1.0)	—
Settlement loss recognized	—	—	—	20.0
Company defined benefit plan (benefit) cost	(11.5)	2.6	(11.6)	23.9
Multiemployer and other plans	1.4	1.5	2.8	2.8
Net pension (benefit) cost	$ (10.1)	$ 4.1	$ (8.8)	$ 26.7

During the three and six months ended March 31, 2016 , we made contributions of $15.9 million and $25.6 million to our qualified and supplemental defined benefit pension plans. During the three and six months ended March 31, 2015 , we made contributions of $51.8 million and $58.2 million to our qualified and supplemental defined benefit pension plans.

During the first quarter of fiscal 2015, we partially settled obligations of one of our defined benefit pension plans through lump sum payments to certain eligible former employees who were not currently receiving a monthly benefit. Eligible former employees whose present value of future pension benefits exceeded a certain minimum threshold had the option to either voluntarily accept lump sum payments or to not accept the offer and continue to be entitled to their monthly benefit upon retirement. Former employees with an aggregate pension benefit obligation of $163.7 million accepted the offer. Lump sum payments of $135.1 million were made out of existing plan assets. The settlement resulted in a gain of $28.6 million that was more than offset by the loss on remeasurement of the pension benefit obligation of approximately $32.5 million due primarily to the impact of a lower discount rate and mortality table changes. As a result, we recorded a net $3.9 million loss to other comprehensive (loss) income. The settlement also resulted in a $20.0 million pre-tax non-cash charge to earnings in the first quarter of fiscal 2015, which is included in the line item **"** Pension lump sum settlement and retiree medical curtailment, net **"** on our Condensed Consolidated Statements of Operations. The impact of the settlement is included in the net periodic pension cost table above. As a result of the remeasurement, the pension benefit obligation increased $22.1 million due to changes in coverage for certain employees covered by the United Steelworkers master agreement as discussed below, with an offset recorded to the unrecognized prior service cost component of other comprehensive (loss) income.

The postretirement benefit plans provide certain health care and life insurance benefits for certain salaried and hourly employees who meet specified age and service requirements as defined by the plans. The following table represents a summary of the components of the postretirement benefits costs (in millions):

	Three Months Ended March 31,		Six Months Ended March 31,	
	2016	2015	2016	2015
Service cost	$ 0.7	$ 0.2	$ 1.3	$ 0.3
Interest cost	2.0	0.9	4.1	2.1
Amortization of net actuarial gain	(0.3)	(0.3)	(0.6)	(0.6)
Amortization of prior service credit	(0.5)	(0.5)	(1.0)	(1.0)
Curtailment gain recognized	—	—	—	(8.1)
Postretirement plan cost (benefit)	$ 1.9	$ 0.3	$ 3.8	$ (7.3)

During the three and six months ended March 31, 2016 , we funded an aggregate of $2.8 million and $7.1 million respectively, to our postretirement benefit plans. During the three and six months ended March 31, 2015 , we funded an aggregate of $3.0 million and $5.7 million , respectively, to our postretirement benefit plans.

In October 2014, we entered into a master agreement with the United Steelworkers Union that applied to substantially all of our legacy RockTenn facilities represented by the union at that time. The agreement has a six year term and covers a number of specific items, including wages, medical coverage and certain other benefit programs. Individual facilities will continue to have local agreements for subjects not covered by the master agreement and those agreements will continue to have staggered terms. During the first quarter of fiscal 2015, changes in retiree medical coverage for certain employees covered by the United Steelworkers master agreement resulted in the recognition of an estimated $8.1 million pre-tax non-cash curtailment gain included in the line item “Pension lump sum settlement and retiree medical curtailment, net” on our Condensed Consolidated Statements of Operations. The aggregate postretirement benefit obligation decreased $0.9 million as a result of the curtailment.

Note 13. Stock-Based Compensation

Stock-based Compensation Plans

At our Annual Meeting of Stockholders held on February 2, 2016, our stockholders approved the 2016 Incentive Stock Plan and ESPP. The 2016 Incentive Stock Plan allows for the granting of options and restricted stock, stock appreciation rights and restricted stock units to certain key employees and directors for the issuance of approximately 9.6 million shares of Common Stock. As of March 31, 2016 , approximately 7.1 million shares remained available for future grants. If all currently outstanding adjustable restricted stock awards recorded at target achieve the maximum award, shares available for future grant would be reduced by approximately 1.2 million additional shares. The ESPP provides for the purchase of shares by all of our eligible employees at a 15% discount and allows for the purchase of a total of approximately 2.5 million shares of Common Stock.

Stock Options

Options granted under our plans generally have an exercise price equal to the closing market price on the date of grant, generally vest in three years, in either one tranche or in approximately one-third increments, and have 10 -year contractual terms. However, a portion of our grants are subject to earlier expense recognition due to retirement eligibility rules. Our option grants provide for accelerated vesting if there is a change in control (as defined in the applicable plan). However, the Compensation Committee of the board of directors has determined that effective with the fiscal 2013 grants, other than circumstances such as death and disability, grants will include a provision requiring both a change of control and termination of employment to accelerate vesting.

During the second quarter of fiscal 2016, we granted options to purchase 1,247,025 shares of Common Stock to certain employees. These grants were valued at a weighted average fair value of $8.05 per share using the Black-Scholes option pricing model. The approximate assumptions used were: an expected term of 7.0 years; an expected volatility of 38.3% ; expected dividends of 4.5% ; and a risk free rate of 1.6% . We amortize these costs on a straight-line basis over the explicit service period.

The aggregate intrinsic value of options exercised during the three months ended March 31, 2016 and March 31, 2015 was $1.0 million and $2.9 million , respectively. The aggregate intrinsic value of options exercised during the six months ended March 31, 2016 and March 31, 2015 was $3.2 million and $3.6 million , respectively. The table below summarizes the changes in all stock options during the six months ended March 31, 2016 :

	Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in millions)
Outstanding at September 30, 2015	7,189,654	$ 33.19		
Granted	1,247,025	33.37		
Exercised	(410,598)	31.86		
Expired	(41,443)	34.86		
Forfeited	(8,962)	53.08		
Outstanding at March 31, 2016	7,975,676	$ 33.25	5.4	$ 67.3
Exercisable at March 31, 2016	6,430,096	$ 31.87	4.4	$ 60.2

The table below summarizes the changes in all stock appreciation rights during the six months ended March 31, 2016 :

	Stock Appreciation Rights	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in millions)
Outstanding at September 30, 2015	86,419	$ 28.98		
Granted	—	—		
Exercised	(6,840)	31.93		
Expired	(11,061)	22.85		
Outstanding at March 31, 2016	68,518	$ 29.68	4.5	$ 0.6
Exercisable at March 31, 2016	68,518	$ 29.68	4.5	$ 0.6

The aggregate intrinsic value of stock appreciation rights exercised during the six months ended March 31, 2016 was $0.1 million .

Restricted Stock

Restricted stock is typically granted annually to non-employee directors and certain of our employees. Our non-employee director awards have a service condition, generally vest over one year and are treated as issued and carry dividend and voting rights until they vest. The vesting provisions for our employee awards may vary from grant to grant; however, vesting generally is contingent upon meeting various service and/or performance or market goals and the grants generally vest over a period of three years. Subject to the level of performance attained, the target award of the performance grants may be increased up to 200% of target or decreased to zero depending upon the terms of the individual grant. Our grants provide for accelerated vesting if there is a change in control (as defined in the applicable plan). However, the Compensation Committee of the board of directors has determined that effective with the fiscal 2013 grants, other than circumstances such as death and disability, grants will include a provision requiring both a change of control and termination of employment to accelerate vesting. For certain employee grants, the grantee of the restricted stock is entitled to receive dividend equivalent units, but will forfeit the restricted award and the dividend equivalents if the employee separates from the company during the vesting period or if the predetermined goals are not accomplished.

During the six months ended March 31, 2016 , pursuant to our 2016 Incentive Stock Plan, we granted 64,155 shares of restricted stock to our non-employee directors and 1,224,825 restricted stock awards to certain of our employees. The employee grants predominately consisted of awards that included service and performance conditions.

The aggregate fair value of restricted stock that vested during the three and six months ended March 31, 2016 was $50.8 million and $51.9 million , respectively. The aggregate fair value of restricted stock that vested during the three and six months ended March 31, 2015 was $82.3 million during each period.

The table below summarizes the changes in unvested restricted stock awards during the six months ended March 31, 2016 :

	Shares / Units	Weighted Average Grant Date Fair Value
Unvested at September 30, 2015	2,327,231	$ 56.13
Granted [1]	1,735,213	35.73
Vested	(1,444,868)	49.38
Forfeited	(31,714)	56.07
Unvested at March 31, 2016 [2]	2,585,862	$ 46.21

(1) Fiscal 2016 target awards to employees of 1,206,945 shares may be increased to 200% of the target or decreased to zero , subject to the level of performance attained. The awards are reflected in the table at the target award amount of 100% . In connection with the Combination, the performance condition for the 2013 fiscal grant was based on the Cash Flow to Equity Ratio (as defined in the applicable grant letter). The performance goal was subsequently determined in accordance with the applicable grant letter to be attained at 200.0% of target. Awards issued during the six months ended March 31, 2016 also include shares accelerated for terminated employees as a result of the Combination which were achieved at between 146.5% and 200% of target. Awards granted for attainment of a performance condition at an amount in excess of target resulted in the issuance and vesting of an additional 446,233 shares in the six months ended March 31, 2016 .

(2) Target awards with a performance condition, net of subsequent forfeitures, granted may be increased up to 200% of the target or decreased to zero , subject to the level of performance attained. The awards are reflected in the table at the target award amount of 100% . Based on current facts and assumptions, we are forecasting the performance of the grants to be attained at levels that would result in the issuance of approximately 0.6 million additional shares. However, it is possible that the performance attained may vary.

Note 14. Commitments and Contingencies

Environmental and Other Matters

Environmental compliance requirements are a significant factor affecting our business. We employ manufacturing processes which result in various discharges, emissions and wastes. These processes are subject to numerous federal, state, local and international environmental laws and regulations, as well as the requirements of environmental permits and similar authorizations issued by various governmental authorities.

On January 31, 2013, the EPA published a set of four interrelated final rules establishing national air emissions standards for hazardous air pollutants from industrial, commercial and institutional boilers and process heaters, commonly known as " **Boiler MACT** ." For our boilers, the Boiler MACT rule required compliance by January 31, 2016, unless a facility requested and received an extension. All of our mills that are subject to regulation under Boiler MACT met the January 31, 2016 compliance deadline, with the exception of those mills for which we have obtained a compliance extension. We expect our mills that have obtained a compliance extension to be completed by their extension dates, none of which extend beyond January 31, 2017. There are a number of pending legal challenges to Boiler MACT, but we cannot currently predict with certainty how the outcomes of this litigation will impact our Boiler MACT strategies and costs.

In addition to Boiler MACT, we are subject to a number of other federal, state, local and international environmental rules that may impact our business, including the National Ambient Air Quality Standards for nitrogen oxide, sulfur dioxide, fine particulate matter and ozone for facilities in the U.S. We cannot currently predict with certainty how any future changes in environmental laws, regulations and/or enforcement practices will affect our business; however, it is possible that our compliance with new environmental standards may require substantial additional capital expenditures and/or increase our operating costs.

We are involved in various administrative proceedings relating to environmental matters that arise in the normal course of business. Although the ultimate outcome of such matters cannot be predicted with certainty and we cannot at this time estimate any reasonably possible losses based on available information, management does not believe that the currently expected outcome

of any environmental proceedings and claims that are pending or threatened against us will have a material adverse effect on our results of operations, financial condition or cash flows.

CERCLA and Other Remediation Costs

We face potential liability under federal, state, local and international laws as a result of releases, or threatened releases, of hazardous substances into the environment from various sites owned and operated by third parties at which Company-generated wastes have allegedly been deposited. Generators of hazardous substances sent to off-site disposal locations at which environmental problems exist, as well as the owners of those sites and certain other classes of persons are liable for response costs for the investigation and remediation of such sites under CERCLA and analogous laws. While joint and several liability is authorized under CERCLA, liability is typically shared with other PRPs and costs are commonly allocated according to relative amounts of waste deposited and other factors.

In addition, certain of our current or former locations are being investigated or remediated under various environmental laws and regulations. Based on current facts and assumptions, we currently do not believe that the costs of these projects will have a material adverse effect on our results of operations, financial condition or cash flows. However, the discovery of contamination or the imposition of additional obligations at these or other sites in the future could result in additional costs.

On January 26, 2009, Smurfit-Stone and certain of its subsidiaries filed a voluntary petition for relief under Chapter 11 of the U.S. Bankruptcy Code. Smurfit-Stone's Canadian subsidiaries also filed to reorganize in Canada. We believe that matters relating to previously identified third party PRP sites and certain facilities formerly owned or operated by Smurfit-Stone have been or will be satisfied claims in the Smurfit-Stone bankruptcy proceedings. However, we may face additional liability for cleanup activity at sites that existed prior to bankruptcy discharge, but are not currently identified. Some of these liabilities may be satisfied from existing bankruptcy reserves.

We believe that we can assert claims for indemnification pursuant to existing rights we have under settlement and purchase agreements in connection with certain of our existing remediation sites. In addition, we believe that we have insurance coverage, subject to applicable deductibles/retentions, policy limits and other conditions, for certain environmental matters. However, there can be no assurance that we will be successful with respect to any claim regarding these insurance or indemnification rights or that, if we are successful, any amounts paid pursuant to the insurance or indemnification rights will be sufficient to cover all our costs and expenses. We also cannot predict with certainty whether we will be required to perform other remediation projects, and it is possible that our remediation requirements and costs could increase materially in the future and exceed current reserves. In addition, we cannot currently assess with certainty the impact that future changes in cleanup standards or federal, state or other environmental laws, regulations or enforcement practices will have on our obligations under CERCLA and other remediation programs, and therefore, our results of operations, financial condition or cash flows.

As of March 31, 2016 , we had $12.5 million reserved for environmental liabilities on an undiscounted basis, of which $4.3 million is included in other long-term liabilities and $8.2 million in other current liabilities, including amounts accrued in connection with environmental obligations relating to the manufacturing facilities that we have closed. We believe the liability for these matters was adequately reserved at March 31, 2016 .

Climate Change

Certain jurisdictions in which we have manufacturing facilities or other investments have taken actions to address climate change. In the U.S., the EPA has issued the Clean Air Act permitting regulations applicable to certain facilities that emit GHG. However, on June 23, 2014, the U.S. Supreme Court issued a decision holding that the EPA may not treat GHG emissions as an air pollutant for purposes of determining whether a source is a major source required to obtain a PSD or Title V permit. The Supreme Court also said that the EPA could continue to require that PSD permits otherwise required based on emissions of conventional pollutants contain limitations on GHG emissions based on the application of Best Available Control Technology. The EPA is continuing to examine the implications of the Supreme Court's decision, including how the EPA will need to revise its permitting regulations and related impacts to state programs. The EPA also has promulgated a rule requiring certain industrial facilities that emit 25,000 metric tons or more of carbon dioxide equivalent per year to file an annual report of their emissions.

Additionally, the EPA has been working on a set of interrelated rulemakings aimed at cutting carbon emissions from power plants. On August 3, 2015, the EPA issued a final rule establishing GHG emission guidelines for existing electric utility generating units (known as the " **Clean Power Plan** "). On the same day, the EPA issued a second rule setting standards of performance for new, modified and reconstructed electric utility generating units. While these rules do not apply directly to the power generation facilities at our mills, they have the potential to increase the cost of purchased electricity for our manufacturing operations and change the treatment of certain types of biomass that are currently considered carbon neutral. The Supreme Court recently issued

a stay halting implementation of the Clean Power Plan until the pending legal challenges to the rule are resolved. A number of states subject to the Clean Power Plan have stopped working on their implementation strategies in light of this decision; however, certain states where we operate manufacturing facilities are continuing their efforts. We are carefully monitoring the state-level developments relating to this rule. Due to ongoing litigation and other uncertainties regarding these GHG regulations, their impact on us cannot be quantified with certainty at this time.

In addition to national efforts to regulate climate change, some U.S. states in which we have manufacturing operations are also taking measures to reduce GHG emissions, such as requiring GHG emissions reporting or the development of regional cap-and trade programs. California has enacted a cap-and-trade program that took effect in 2012, and includes enforceable compliance obligations that began on January 1, 2013. We do not have any manufacturing facilities that are currently subject to the cap-and-trade requirements in California; however, we are continuing to monitor the implementation of this program as well as proposed mandatory GHG reduction efforts in other states. Also, the Washington Department of Ecology is working on a rulemaking which is intended to limit GHGs from facilities that have average annual carbon dioxide equivalent emissions equal to or exceeding 100,000 metric tons/year and proposes to begin GHG emissions reduction requirements for some regulated entities in 2017. Energy intensive and trade exposed facilities and transportation fuel importers, including our Tacoma, WA mill, would be subject to regulation under this program. We are carefully monitoring the development of this rulemaking to assess its potential impact on our Tacoma operations.

Several of our international facilities are located in countries that have adopted GHG emissions trading schemes, including certain of our manufacturing locations in the European Union and in Canada. For example, Quebec has become a member of the Western Climate Initiative, which is a collaboration among California and certain Canadian provinces that have joined together to create a cap-and-trade program to reduce GHG emissions. In 2009, Quebec adopted a target of reducing GHG emissions by 20% below 1990 levels by 2020. In 2011, Quebec issued a final regulation establishing a regional cap-and-trade program that required reductions in GHG emissions from covered emitters as of January 1, 2013. Our mill in Quebec is subject to these cap-and-trade requirements, although the direct impact of this regulation has not been material to date. Compliance with this program may require future expenditures to meet required GHG emission reduction requirements in future years.

The regulation of climate change continues to develop in the areas of the world where we conduct business. We have systems in place for tracking the GHG emissions from our energy-intensive facilities, and we carefully monitor developments in climate change laws, regulations and policies to assess the potential impact of such developments on our results of operations, financial condition, cash flows and disclosure obligations.

Litigation

In 2010, Smurfit-Stone was one of nine U.S. and Canadian containerboard producers named as defendants in a lawsuit, in the U.S. District Court of the Northern District of Illinois, alleging that these producers violated the Sherman Act by conspiring to limit the supply and fix the prices of containerboard from mid-2005 through November 8, 2010 (the " **Antitrust Litigation** "). Plaintiffs have since amended their complaint by alleging a class period from February 15, 2004 through November 8, 2010. RockTenn CP, LLC, as the successor to Smurfit-Stone, is a defendant with respect to the period after Smurfit-Stone's discharge from bankruptcy on June 30, 2010 through November 8, 2010. The complaint seeks treble damages and costs, including attorney's fees. In March 2015, the court granted the Plaintiffs' motion for class certification and the class defendants, including us, appealed that decision. The United States Court of Appeals for the Seventh Circuit held oral arguments on the appeal in December 2015. We believe the allegations are without merit and will defend this lawsuit vigorously. However, at this stage of the litigation, we are unable to predict the ultimate outcome or estimate a range of reasonably possible losses.

As with numerous other large industrial companies, we have been named a defendant in asbestos-related personal injury litigation. Typically, these suits also name many other corporate defendants. To date, the costs resulting from the litigation, including settlement costs, have not been significant. As of March 31, 2016 , there were approximately 584 lawsuits. We believe that we have substantial insurance coverage, subject to applicable deductibles and policy limits, with respect to asbestos claims. We have valid defenses to these claims and intend to continue to defend them vigorously. Should the volume of litigation grow substantially, it is possible that we could incur significant costs resolving these cases. We believe that the resolution of pending litigation and proceedings is not expected to have a material adverse effect on our consolidated financial condition or liquidity. In any given period or periods, however, it is possible such proceedings or matters could have a material effect on our results of operations.

We are a defendant in a number of other lawsuits and claims arising out of the conduct of our business. While the ultimate results of such suits or other proceedings against us cannot be predicted with certainty, management believes the resolution of these other matters will not have a material adverse effect on our results of operations, financial condition or cash flows.

Guarantees

We make certain guarantees in the course of conducting our operations or in connection with certain business dispositions. The guarantees include items such as funding of net losses in proportion to our ownership share of certain joint ventures, debt guarantees related to certain unconsolidated entities acquired in acquisitions, indemnifications of lessors in certain facilities and equipment operating leases for items such as additional taxes being assessed due to a change in tax law, and certain other agreements. We estimate the exposure for these matters could be up to $50 million . As of March 31, 2016 , we have recorded $5.2 million for the estimated fair value of these guarantees. We are unable to estimate our maximum exposure under operating leases because it is dependent on potential changes in the tax law; however, we believe our exposure related to guarantees would not have a material impact on our results of operations, financial condition or cash flows.

Note 15. Segment Information

We report our results of operations in the following four reportable segments: Corrugated Packaging, which consists of our corrugated mill and packaging operations, as well as our recycling operations; Consumer Packaging, which consists of consumer mills, folding carton, beverage, merchandising displays, home, health and beauty dispensing, and partition operations; Specialty Chemicals, which manufactures and distributes specialty chemicals for the automotive, energy, and infrastructure industries; and Land and Development, which develops and sells real estate primarily in the Charleston, SC market. Certain income and expenses are not allocated to our segments and, thus, the information that management uses to make operating decisions and assess performance does not reflect such amounts. Items not allocated are reported as non-allocated expenses or in other line items in the table below after segment income.

The following table shows selected operating data for our segments (in millions):

	Three Months Ended March 31,		Six Months Ended March 31,	
	2016	2015	2016	2015
Net sales (aggregate):				
Corrugated Packaging	$ 1,932.8	$ 1,799.5	$ 3,897.1	$ 3,642.3
Consumer Packaging	1,588.4	694.9	3,130.6	1,407.9
Specialty Chemicals	203.9	—	413.7	—
Land and Development	18.7	—	34.1	—
Total	$ 3,743.8	$ 2,494.4	$ 7,475.5	$ 5,050.2
Less net sales (intersegment):				
Corrugated Packaging	$ 33.5	$ 31.5	$ 67.8	$ 63.7
Consumer Packaging	13.7	7.3	30.4	16.7
Specialty Chemicals	—	—	—	—
Land and Development	—	—	—	—
Total	$ 47.2	$ 38.8	$ 98.2	$ 80.4
Net sales (unaffiliated customers):				
Corrugated Packaging	$ 1,899.3	$ 1,768.0	$ 3,829.3	$ 3,578.6
Consumer Packaging	1,574.7	687.6	3,100.2	1,391.2
Specialty Chemicals	203.9	—	413.7	—
Land and Development	18.7	—	34.1	—
Total	$ 3,696.6	$ 2,455.6	$ 7,377.3	$ 4,969.8
Segment income:				
Corrugated Packaging	$ 175.0	$ 169.4	$ 355.1	$ 354.3
Consumer Packaging	99.7	52.4	190.9	111.4
Specialty Chemicals	26.2	—	33.3	—
Land and Development	(4.0)	—	(3.3)	—
Segment income	296.9	221.8	576.0	465.7
Pension lump sum settlement and retiree medical curtailment, net	—	—	—	(11.9)
Restructuring and other costs, net	(131.2)	(17.2)	(302.3)	(22.6)
Impairment of Specialty Chemicals goodwill	—	—	(478.3)	—
Non-allocated expenses	(9.2)	(14.9)	(13.7)	(30.8)
Interest expense	(62.9)	(23.0)	(128.1)	(46.3)
Interest income and other income (expense), net	6.6	(0.5)	21.1	(0.3)
Income (loss) before income taxes	100.2	166.2	(325.3)	353.8
Income tax expense	(40.4)	(55.8)	(66.6)	(117.8)
Consolidated net income (loss)	59.8	110.4	(391.9)	236.0
Less: Net income attributable to noncontrolling interests	(2.9)	(0.6)	(4.7)	(1.1)
Net income (loss) attributable to common stockholders	$ 56.9	$ 109.8	$ (396.6)	$ 234.9

The changes in the carrying amount of goodwill for the six months ended March 31, 2016 are as follows (in millions):

	Corrugated Packaging	Consumer Packaging	Specialty Chemicals	Land and Development	Total
Balance as of September 30, 2015					
Goodwill	$ 1,667.5	$ 3,022.4	$ 1,047.4	$ —	$ 5,737.3
Accumulated impairment losses	—	(42.8)	—	—	(42.8)
	1,667.5	2,979.6	1,047.4	—	5,694.5
Goodwill acquired	45.1	9.2	—	—	54.3
Impairment loss	—	—	(478.3)	—	(478.3)
Purchase price allocation adjustments	—	(66.1)	(18.0)	—	(84.1)
Translation adjustment	15.2	8.7	0.1	—	24.0
Balance as of March 31, 2016					
Goodwill	1,727.8	2,974.2	1,029.5	—	5,731.5
Accumulated impairment losses	—	(42.8)	(478.3)	—	(521.1)
	$ 1,727.8	$ 2,931.4	$ 551.2	$ —	$ 5,210.4

In the first quarter of fiscal 2016, we recorded a goodwill impairment charge related to our Specialty Chemicals reporting unit. The goodwill acquired in the six months ended March 31, 2016 relates to the SP Fiber Acquisition and the Packaging Acquisition, and the purchase price allocation adjustments relate to the refinement of the purchase price allocation in the Combination.

As part of the Combination, we have recorded the preliminary purchase price allocation as discussed in " ***Note 5. Merger and Acquisitions*** ". In the first quarter of fiscal 2016, as part of our evaluation of whether events or changes in circumstances had occurred that would indicate whether it is more likely than not that the goodwill of the Specialty Chemicals reporting unit was impaired, we considered factors such as, but not limited to, macroeconomic conditions, industry and market considerations, and financial performance, including the planned revenue and earnings of the reporting unit. We concluded that an impairment indicator had occurred related to the goodwill of the Specialty Chemicals reporting unit and that the indicator was driven by market factors subsequent to the preliminary purchase price allocation completed in fiscal 2015.

We performed a "Step 1" goodwill impairment test where we updated the discounted cash flow analysis used to determine the reporting unit's initial fair value on July, 1 2015. We also compared those results to the valuations performed by our investment bankers in connection with the planned separation. Based on the results of the impairment test and analysis, we concluded that the fair value of the Specialty Chemicals reporting unit was less than its carrying amount and began a "Step 2" goodwill impairment test to determine the amount of impairment loss, if any. As part of the analysis, we determined that the carrying value of the property, plant and equipment and intangibles, all of which have finite lives, on a "held for use" basis did not exceed the estimated undiscounted future cash flows.

In light of changing market conditions, expected revenue and earnings of the reporting unit, lower comparative market valuations for companies in Specialty Chemicals' peer group and our preliminary "Step 2" test, we concluded that an impairment of the Specialty Chemicals reporting unit was probable and could be reasonably estimated. As a result, we recorded a pre-tax and after-tax non-cash goodwill impairment charge of $478.3 million in the Condensed Consolidated Statements of Operations in the line item " **Impairment of Specialty Chemicals goodwill** " in the first quarter of fiscal 2016. The separation is expected to occur on May 15, 2016. As a result of the separation, we will switch from the held for use model to the held for sale model and may incur asset impairments associated with the separation.

Note 16. Subsequent Events

Grupo Gondi Investment

On April 1, 2016, we announced that we had completed the formation of a joint venture with Grupo Gondi to combine our respective operations in Mexico, creating a leading paper and packaging company in Mexico. We contributed $175.0 million in cash and the stock of an entity that owns three corrugated packaging facilities in Mexico for a 25 percent equity participation in the joint venture. The cash was borrowed at March 31, 2016 in order to fund at closing. The joint venture operates paper machines, corrugated packaging and high graphic folding carton facilities across 13 production sites. The cash contribution will remain in the joint venture and will be available to support its growth. As the majority shareholder, Grupo Gondi will manage the joint venture and we will provide technical and commercial resources. We believe the joint venture will help grow our presence in the attractive Mexican market. As a result of the transaction, we expect to record a non-cash gain for an as yet to be determined amount that is subject to the valuation work being performed by a third party valuation firm. The transaction includes future put and call rights of the respective parties that allow each party to increase or decrease their ownership interest in the joint venture in the future.

Separation of Ingevity

On April 22, 2016, we announced that our board of directors had approved the completion of the separation of our Specialty Chemicals business. The planned separation, which is expected to be tax-free to our stockholders, except with respect to fractional shares, is expected to be completed on May 15, 2016. Immediately following the separation, we expect to receive a cash distribution from Ingevity of approximately $0.4 billion that we can use for general corporate purposes.

The separation is expected to occur by means of a pro-rata distribution of all of the stock of Ingevity to our stockholders. The distribution remains subject to satisfaction of the conditions described in the preliminary information statement included with Ingevity's Form 10 Registration Statement, which was initially filed on October 6, 2015 with the SEC. In the distribution, our stockholders will receive one share of Ingevity common stock for every six shares of our Common Stock held as of the close of business on May 4, 2016, the record date for the distribution. The distribution is expected to occur on May 15, 2016. No fractional shares of Ingevity will be issued. Our stockholders will receive cash in lieu of fractional shares.

We expect to file a Form 8-K following the separation with the required pro forma disclosures and, beginning with our June 30, 2016 Quarterly Report on Form 10-Q, we intend to present our Specialty Chemicals business as a discontinued operation. As a result of the separation, we will switch from the held for use model to the held for sale model and may incur asset impairments associated with the separation.

Item 2. ***MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS***

The following discussion should be read in conjunction with the Condensed Consolidated Financial Statements and Notes thereto included herein and our audited Consolidated Financial Statements and Notes thereto for the fiscal year ended September 30, 2015, as well as the information under the heading " ***Management's Discussion and Analysis of Financial Condition and Results of Operations*** " that are part of our Fiscal 2015 Form 10-K. The table in " ***Note 15. Segment Information*** " of the Notes to Condensed Consolidated Financial Statements included herein shows certain operating data for our segments. See our reconciliations of non-GAAP measures in the "Non-GAAP Financial Measures" section below.

On July 1, 2015, pursuant to the Business Combination Agreement, RockTenn and MWV completed a strategic combination of their respective businesses. The Combination is described in " ***Note 5. Merger and Acquisitions*** " of the Notes to Condensed Consolidated Financial Statements included herein.

RockTenn was the accounting acquirer in the Combination; therefore, the historical consolidated financial statements of RockTenn for periods prior to the Combination are considered to be the historical financial statements of WestRock and thus WestRock's condensed consolidated financial statements for the three and six months ended March 31, 2015 reflect only RockTenn's results. We have aligned our financial results in four reportable segments: Corrugated Packaging, Consumer Packaging, Specialty Chemicals, and Land and Development. We have reclassified prior period segment results to align to these segments for all periods presented herein. We expect to complete the separation of our specialty chemicals business, now called Ingevity, on May 15, 2016.

Overview

Net sales of $3,696.6 million for the second quarter of fiscal 2016 increased $1,241.0 million , or 50.5% , over the second quarter of fiscal 2015 . The net sales increase was primarily the result of the Combination, the SP Fiber Acquisition and the Packaging Acquisition that together contributed $1,278.7 million of net sales in the second quarter of fiscal 2016. Segment income increased $75.1 million , or 33.9% , to $296.9 million in the second quarter of fiscal 2016 compared to the prior year quarter, primarily as a result of the Combination. Segment income in the second quarter of fiscal 2016 was reduced by $2.3 million of expense for inventory stepped-up in purchase accounting, net of the related LIFO impact.

Net income in the second quarter of fiscal 2016 was $56.9 million compared to net income of $109.8 million in the second quarter of fiscal 2015. Adjusted Net Income in the second quarter of fiscal 2016 of $156.8 million increased $34.9 million over the second quarter of fiscal 2015. Earnings per diluted share in the second quarter of fiscal 2016 were $0.22 per share as compared to $0.77 per share in the second quarter of fiscal 2015. Adjusted Earnings Per Diluted Share in the second quarter of fiscal 2016 were $0.61 per share as compared to $0.85 per share in the second quarter of fiscal 2015. The decrease in net income in the second quarter of fiscal 2016 was primarily due to restructuring activities during the current year quarter.

Results of Operations (Consolidated)

The following table summarizes our consolidated results for the three and six months ended March 31, 2016 and March 31, 2015 (in millions):

	Three Months Ended March 31,		Six Months Ended March 31,	
	2016	2015	2016	2015
Net sales	$ 3,696.6	$ 2,455.6	$ 7,377.3	$ 4,969.8
Cost of goods sold	2,975.8	1,998.5	5,955.3	4,043.2
Gross profit	720.8	457.1	1,422.0	926.6
Selling, general and administrative expenses, excluding intangible amortization	368.0	230.5	731.7	451.8
Selling, general and administrative intangible amortization	64.8	22.1	129.0	44.5
Pension lump sum settlement and retiree medical curtailment, net	—	—	—	11.9
Restructuring and other costs, net	131.2	17.2	302.3	22.6
Impairment of Specialty Chemicals goodwill	—	—	478.3	—
Operating profit (loss)	156.8	187.3	(219.3)	395.8
Interest expense	(62.9)	(23.0)	(128.1)	(46.3)
Interest income and other income (expense), net	6.6	(0.5)	21.1	(0.3)
Equity in (loss) income of unconsolidated entities	(0.3)	2.4	1.0	4.6
Income (loss) before income taxes	100.2	166.2	(325.3)	353.8
Income tax expense	(40.4)	(55.8)	(66.6)	(117.8)
Consolidated net income (loss)	59.8	110.4	(391.9)	236.0
Less: Net income attributable to noncontrolling interests	(2.9)	(0.6)	(4.7)	(1.1)
Net income (loss) attributable to common stockholders	$ 56.9	$ 109.8	$ (396.6)	$ 234.9

Set forth below is a reconciliation of Adjusted Earnings Per Diluted Share to diluted earnings (loss) per share attributable to common stockholders, the most directly comparable GAAP measure for the periods indicated. The reconciliation is followed by a discussion of the adjustments to reconcile diluted earnings (loss) per share attributable to common stockholders to Adjusted Earnings Per Diluted Share.

	Three Months Ended March 31,		Six Months Ended March 31,	
	2016	2015	2016	2015
Diluted earnings (loss) per share attributable to common stockholders	$ 0.22	$ 0.77	$ (1.55)	$ 1.65
Impairment of Specialty Chemicals goodwill	—	—	1.87	—
Restructuring and other items	0.38	0.08	0.88	0.11
Inventory stepped-up in purchase accounting, net of LIFO	0.01	—	0.02	0.01
Pension lump sum settlement and retiree medical curtailment, net	—	—	—	0.05
Adjustment to reflect adjusted earnings on a fully diluted basis	—	—	(0.02)	—
Adjusted Earnings Per Diluted Share	**$ 0.61**	**$ 0.85**	**$ 1.20**	**$ 1.82**

In the second quarter of fiscal 2016 , our restructuring and other items included $85.2 million of pre-tax facility closure costs, which primarily related to the permanent closures of the Uncasville, CT medium mill, the Vapi, India linerboard mill, a specialty chemicals facility in Brazil and other previously closed facilities; $33.0 million of pre-tax integration expenses primarily including severance and other costs associated with the Combination; $4.4 million of pre-tax operating losses and transition costs primarily associated with operations in the process of being closed; $11.0 million of pre-tax costs associated with the planned separation of our Specialty Chemicals business into a new public company, Ingevity; $2.0 million of pre-tax acquisition expenses; and $2.8

million of pre-tax start-up costs at our Specialty Chemicals carbon facility in China. Additionally, we incurred $2.3 million of pre-tax expense for inventory stepped-up in purchase accounting, net of related LIFO impact.

In the second quarter of fiscal 2015 , our restructuring and other items were $0.08 per diluted share and consisted primarily of $13.8 million of pre-tax acquisition and integration costs and $4.6 million of pre-tax facility closure and related operating losses and transition costs primarily related to charges associated with previously closed facilities.

In the six months ended March 31, 2016 , we recorded a $478.3 million pre-tax and after-tax non-cash Specialty Chemicals goodwill impairment charge. In addition, our restructuring and other items included $223.0 million of pre-tax facility closure costs, which primarily related to the previously announced permanent closures of the Coshocton, OH and Uncasville, CT medium mills, the permanent closure of the Newberg, OR mill, the Vapi, India linerboard mill, a Specialty Chemicals facility in Brazil and other previously closed facilities; $54.5 million of pre-tax integration expenses primarily including severance and other costs primarily associated with the Combination; $16.6 million of operating losses and transition costs primarily associated with operations in the process of being closed; $19.3 million of pre-tax costs associated with the planned separation of our Specialty Chemicals business into a new public company, Ingevity; $5.5 million of acquisition expenses; and $5.4 million of start-up costs at our Specialty Chemicals carbon facility in China. Additionally, we incurred $7.1 million of expense for inventory stepped-up in purchase accounting, net of related LIFO impact.

In the six months ended March 31, 2015 , our restructuring and other items were $0.11 per diluted share and consisted primarily of $16.5 million of pre-tax acquisition and integration costs and $7.8 million of pre-tax facility closure and related operating losses and transition costs primarily related to charges associated with previously closed facilities. In addition, in the first quarter of fiscal 2015, we completed our previously announced lump sum pension settlement to certain eligible former employees and recorded a pre-tax charge of $20.0 million. Changes in retiree medical coverage for certain employees covered by the United Steelworkers Union master agreement resulted in the recognition of an $8.1 million pre-tax curtailment gain. These two items aggregated to an $11.9 million pre-tax charge or $0.05 per diluted share after-tax.

We discuss these charges in more detail in " ***Note 6. Restructuring and Other Costs, Net*** ", " ***Note 12. Retirement Plans*** " and " ***Note 15. Segment Information*** " of the Notes to Condensed Consolidated Financial Statements included herein.

Net Sales (Unaffiliated Customers)

(In millions, except percentages)	First Quarter	Second Quarter	Six Months Ended 3/31	Third Quarter	Fourth Quarter	Fiscal Year
Fiscal 2015	$ 2,514.2	$ 2,455.6	$ 4,969.8	$ 2,538.9	$ 3,872.6	$ 11,381.3
Fiscal 2016	**$ 3,680.7**	**$ 3,696.6**	**$ 7,377.3**			
% Change	**46.4%**	**50.5%**	**48.4%**			

Net sales in the second quarter of fiscal 2016 increased $1,241.0 million compared to the second quarter of fiscal 2015 as a result of the Combination, the SP Fiber Acquisition and the Packaging Acquisition that together contributed $1,278.7 million of net sales. Excluding these transactions, net sales decreased due to an estimated $46.4 million of lower selling price/mix, which was partially offset by higher volume of $8.7 million.

Net sales in the six months ended March 31, 2016 increased $2,407.5 million compared to the six months ended March 31, 2015 as a result of the Combination, the SP Fiber Acquisition and the Packaging Acquisition that together contributed $2,560.4 million of net sales. Excluding these transactions, net sales decreased due to an estimated $75.1 million of lower selling price/mix and lower volume of $77.8 million.

Cost of Goods Sold

(In millions, except percentages)	First Quarter	Second Quarter	Six Months Ended 3/31	Third Quarter	Fourth Quarter	Fiscal Year
Fiscal 2015	$ 2,044.7	$ 1,998.5	$ 4,043.2	$ 2,012.6	$ 3,114.7	$ 9,170.5
(% of Net Sales)	81.3%	81.4%	81.4%	79.3%	80.4%	80.6%
Fiscal 2016	**$ 2,979.5**	**$ 2,975.8**	**$ 5,955.3**			
(% of Net Sales)	**80.9%**	**80.5%**	**80.7%**			

The increase in cost of goods sold in the second quarter of fiscal 2016 compared to the second quarter of fiscal 2015 was due to the higher sales as a result of the Combination, the SP Fiber Acquisition and the Packaging Acquisition. Cost of goods sold as a percentage of net sales in the second quarter of fiscal 2016 declined compared to the prior year quarter primarily due to increased synergies and performance improvements, and lower energy and fiber costs, which were partially offset by the impact of lower selling prices in the current year quarter. Excluding these transactions, on a volume adjusted basis compared to the prior year quarter, energy costs decreased $33.0 million, commodity costs decreased $17.9 million, shipping and warehousing costs decreased $10.0 million and aggregate depreciation and amortization increased $1.2 million.

The increase in cost of goods sold in the six months ended March 31, 2016 compared to the six months ended March 31, 2015 was due to the higher sales as a result of the Combination, the SP Fiber Acquisition and the Packaging Acquisition. Cost of goods sold as a percentage of net sales in the six months ended March 31, 2016 declined compared to the prior year period due to increased synergies and performance improvements, and lower energy and fiber costs, which were partially offset by the impact of lower selling prices in the current year quarter. Excluding these transactions, on a volume adjusted basis compared to the prior year period, energy costs decreased $65.0 million, commodity costs decreased $35.1 million, shipping and warehousing costs decreased $17.1 million and aggregate depreciation and amortization increased $6.5 million.

Selling, General and Administrative Excluding Intangible Amortization

(In millions, except percentages)	First Quarter	Second Quarter	Six Months Ended 3/31	Third Quarter	Fourth Quarter	Fiscal Year
Fiscal 2015	$ 221.3	$ 230.5	$ 451.8	$ 224.7	$ 365.5	$ 1,042.0
(% of Net Sales)	8.8%	9.4%	9.1%	8.9%	9.4%	9.2%
Fiscal 2016	**$ 363.7**	**$ 368.0**	**$ 731.7**			
(% of Net Sales)	**9.9%**	**10.0%**	**9.9%**			

SG&A excluding intangible amortization increased $137.5 million in the second quarter of fiscal 2016 compared to the prior year quarter primarily as a result of the Combination, the SP Fiber Acquisition and the Packaging Acquisition. Similarly, SG&A increased $279.9 million in the six months ended March 31, 2016 compared to the prior year period.

Selling, General and Administrative Intangible Amortization

SG&A intangible amortization was $64.8 million and $22.1 million in the second quarter of fiscal 2016 and 2015 , respectively. SG&A intangible amortization was $129.0 million and $44.5 million in the six months ended March 31, 2016 and March 31, 2015 , respectively. The increase in SG&A intangible amortization in both periods was primarily due to the intangibles acquired in the Combination, the SP Fiber Acquisition and the Packaging Acquisition. See " ***Note 5. Merger and Acquisitions*** " of the Notes to Condensed Consolidated Financial Statements included herein for additional information.

Pension Lump Sum Settlement and Retiree Medical Curtailment, Ne t

During the first quarter of fiscal 2015, we completed our previously announced lump sum pension settlement to certain eligible former employees and as a result recorded a pre-tax charge of $20.0 million . In addition, during the first quarter of fiscal 2015, changes in retiree medical coverage for certain employees covered by the United Steelworkers Union master agreement resulted in the recognition of an $8.1 million pre-tax curtailment gain. For additional information, see ***"Note 12. Retirement Plans"*** of the Notes to Condensed Consolidated Financial Statements included herein.

Restructuring and Other Costs, Net

We recorded aggregate pre-tax restructuring and other costs of $131.2 million and $17.2 million in the second quarter of fiscal 2016 and 2015 , respectively. We recorded aggregate pre-tax restructuring and other costs of $302.3 million and $22.6 million in the six months ended March 31, 2016 and March 31, 2015 , respectively. Costs recorded in each period are not comparable since the timing and scope of the individual actions associated with a restructuring, an acquisition or integration can vary. We discuss these charges in more detail in " ***Note 6. Restructuring and Other Costs, Net*** " of the Notes to Condensed Consolidated Financial Statements included herein.

Impairment of Specialty Chemicals Goodwill

In the first quarter of fiscal 2016 , in light of changing market conditions, expected revenue and earnings of the reporting unit, lower comparative market valuations for companies in Specialty Chemicals' peer group and the results of our preliminary "Step 2" test, we concluded that an impairment of the Specialty Chemicals reporting unit was probable and could be reasonably estimated. As a result, we recorded a pre-tax and after-tax non-cash goodwill impairment charge of $478.3 million . For additional information on the Specialty Chemicals impairment charge, see ***"Note 15. Segment Information"*** of the Notes to Condensed Consolidated Financial Statements included herein.

Merger and Acquisitions

On January 19, 2016, we completed the Packaging Acquisition. The entities acquired provide value-added folding carton and litho-laminated display packaging solutions. We believe the transaction has provided us with attractive and complementary customers, markets and facilities. We have included the results since the date of the acquisition in our Consumer Packaging segment.

On October 1, 2015, we acquired SP Fiber in a stock purchase. The transaction included the acquisition of mills located in Dublin, GA and Newberg, OR, which produce lightweight recycled containerboard and kraft and bag paper. The Newberg mill also produced newsprint. As part of the transaction we also acquired SP Fiber's 48 percent interest in GPS. GPS is a renewable energy joint venture providing steam to the Dublin mill and energy to Georgia Power. We believe the Dublin mill will help balance the fiber mix of our mill system and that the addition of kraft and bag paper will diversify our product offering including our ability to serve the increasing demand for lighter weight containerboard. Subsequent to the transaction, we announced the permanent closure of the Newberg mill due to the decline in market conditions of the newsprint business and our need to balance supply and demand in our containerboard system. We have included the results of SP Fiber and GPS since the date of the acquisition in our Corrugated Packaging segment.

On July 1, 2015, pursuant to the Business Combination Agreement, RockTenn and MWV completed a strategic combination of their respective businesses. We have included the results of MWV's operations since the date of the Combination in our condensed consolidated financial statements as follows: Corrugated Packaging includes MWV's former Industrial segment (along with RockTenn's former Corrugated Packaging and Recycling segments); Consumer Packaging includes MWV's former Food & Beverage, and Home, Health & Beauty segments (along with RockTenn's former Consumer Packaging and Merchandising Displays segments); Specialty Chemicals is the former MWV segment that manufactures and distributes specialty chemicals for the automotive, energy, and infrastructure industries; and, Land and Development is the former MWV Community Development and Land Management segment that develops and sells real estate primarily in the Charleston, SC market.

We discuss these acquisitions in more detail in " ***Note 5. Merger and Acquisitions*** " of the Notes to Condensed Consolidated Financial Statements included herein.

Interest Expense

Interest expense for the second quarter of fiscal 2016 increased to $62.9 million from $23.0 million for the same quarter last year. The increase was primarily due to debt assumed in the Combination, the SP Fiber Acquisition and the Packaging Acquisition, net of a $10.4 million reduction in interest expense related to the amortization of the fair value of debt step-up from the transactions.

Interest expense for the six months ended March 31, 2016 increased to $128.1 million from $46.3 million for the same period last year. The increase was primarily due to debt assumed in the Combination, the SP Fiber Acquisition and the Packaging Acquisition, net of a $19.3 million reduction in interest expense related to the amortization of the fair value of debt step-up from the transactions.

Provision for Income Taxes

We recorded income tax expense of $40.4 million and $66.6 million for the three and six months ended March 31, 2016 , respectively, compared to income tax expense of $55.8 million and $117.8 million for the three and six months ended March 31, 2015 , respectively. The effective tax rates for the three and six months ended March 31, 2016 were approximately 40.3% and (20.5)% , respectively. The effective tax rates for the three and six months ended March 31, 2015 were approximately 33.6% and 33.3% , respectively.

The effective tax rate for the three months ended March 31, 2016 was different than the statutory rate primarily due to the domestic manufacturer's deduction, the exclusion of tax benefits related to certain foreign losses and a tax rate differential with respect to foreign earnings. The effective tax rate for the six months ended March 31, 2016 was different than the statutory rate primarily due to no tax benefit being recorded for the goodwill impairment with respect to our Specialty Chemicals reporting unit (see ***Note 15.*** " ***Segment Information"*** for additional details), the domestic manufacturer's deduction, the exclusion of tax benefits related to certain foreign losses, and a tax rate differential with respect to foreign earnings primarily in Canada. The effective tax rates for the three and six months ended March 31, 2015 were different than the statutory rate primarily due to the impact of state taxes, the ability to claim the domestic manufacturer's deduction against U.S. taxable earnings and a lower tax rate with respect to foreign earnings primarily in Canada.

Results of Operations (Segment Data)

North American Corrugated Packaging Shipments

Corrugated Packaging Segment Shipments are expressed as a tons equivalent which includes external and intersegment tons shipped from our Corrugated Packaging mills plus Corrugated Packaging container shipments converted from BSF to tons. We have presented the Corrugated Packaging shipments in two groups following the Combination, North America and Brazil / India. We have included the impact of the Combination beginning in the fourth quarter of fiscal 2015. Our recycled fiber tons reclaimed and brokered are also separately presented below.

	First Quarter	Second Quarter	Six Months Ended 3/31	Third Quarter	Fourth Quarter	Fiscal Year
Fiscal 2015						
North American Corrugated Packaging Segment Shipments - thousands of tons	1,995.8	1,936.7	3,932.5	2,032.6	2,018.0	7,983.1
North American Corrugated Containers Shipments - BSF	18.8	18.9	37.7	19.6	19.4	76.7
North American Corrugated Containers Per Shipping Day - MMSF	309.0	304.5	306.7	309.9	303.2	306.6
Fiscal 2016						
North American Corrugated Packaging Segment Shipments - thousands of tons	**2,046.7**	**2,040.3**	**4,087.0**			
North American Corrugated Containers Shipments - BSF	**19.4**	**18.9**	**38.3**			
North American Corrugated Containers Per Shipping Day - MMSF	**318.1**	**300.5**	**309.1**			

Brazil / India Corrugated Packaging Shipments

	First Quarter	Second Quarter	Six Months Ended 3/31	Third Quarter	Fourth Quarter	Fiscal Year
Fiscal 2015						
Brazil / India Corrugated Packaging Segment Shipments - thousands of tons	—	—	—	—	171.4	171.4
Brazil / India Corrugated Containers Shipments - BSF	—	—	—	—	1.4	1.4
Brazil / India Corrugated Containers Per Shipping Day - MMSF	—	—	—	—	18.1	18.1
Fiscal 2016						
Brazil / India Corrugated Packaging Segment Shipments - thousands of tons	**180.2**	**173.5**	**353.7**			
Brazil / India Corrugated Containers Shipments - BSF	**1.5**	**1.3**	**2.8**			
Brazil / India Corrugated Containers Per Shipping Day - MMSF	**19.2**	**19.8**	**19.5**			

Fiber Reclaimed and Brokered

(Shipments in thousands of tons)	First Quarter	Second Quarter	Six Months Ended 3/31	Third Quarter	Fourth Quarter	Fiscal Year
Fiscal 2015	1,628.0	1,576.6	3,204.6	1,781.8	1,834.9	6,821.3
Fiscal 2016	**1,975.2**	**1,911.2**	**3,886.4**			

Corrugated Packaging Segment (Aggregate Before Intersegment Eliminations)

	Net Sales (Aggregate)	Segment Income	Return on Sales
	(In millions, except percentages)		
Fiscal 2015			
First Quarter	$ 1,842.8	$ 184.9	10.0%
Second Quarter	1,799.5	169.4	9.4
Six Months Ended March 31, 2015	3,642.3	354.3	9.7
Third Quarter	1,887.3	217.0	11.5
Fourth Quarter	1,987.3	235.4	11.8
Fiscal 2015	$ 7,516.9	$ 806.7	10.7%
Fiscal 2016			
First Quarter	**$ 1,964.3**	**$ 180.1**	**9.2%**
Second Quarter	**1,932.8**	**175.0**	**9.1**
Six Months Ended March 31, 2016	**$ 3,897.1**	**$ 355.1**	**9.1%**

Net Sales (Corrugated Packaging Segment)

Net sales of the Corrugated Packaging segment increased $133.3 million in the second quarter of fiscal 2016 compared to the prior year quarter primarily due to $156.2 million of net sales from facilities acquired in the Combination and the SP Fiber Acquisition partially offset by the impact of an estimated $43.3 million of lower corrugated selling price/mix partially offset by $20.4 million of higher volumes excluding these transactions.

Net sales of the Corrugated Packaging segment increased $254.8 million in the six months ended March 31, 2016 compared to the prior year period primarily due to $340.5 million of net sales from facilities acquired in the Combination and the SP Fiber Acquisition partially offset by the impact of an estimated $74.9 million of lower corrugated selling price/mix and $10.8 million of lower volumes excluding these transactions.

Segment Income (Corrugated Packaging Segment)

Segment income attributable to the Corrugated Packaging segment in the second quarter of fiscal 2016 increased $5.6 million compared to the prior year quarter. The increase in segment income was primarily the impact of increased productivity improvements, lower energy and commodity costs, and income from the Combination and the SP Fiber Acquisition. The estimated impact of lower selling price/mix was $43.3 million partially offset by the estimated impact of higher volume of $2.5 million in the second quarter fiscal 2016 compared to the prior year quarter. Excluding the Combination and the SP Fiber Acquisition, on a volume adjusted basis compared to the prior year quarter, energy costs decreased $27.4 million, commodity costs decreased $11.6 million, aggregate freight, shipping and warehousing costs decreased $10.1 million, and depreciation and amortization expense increased $1.2 million. Segment income in the second quarter of fiscal 2015 included a reduction of cost of goods sold of $5.5 million related to the recording of additional value of spare parts at our containerboard mills acquired in the Smurfit-Stone Acquisition.

Segment income attributable to the Corrugated Packaging segment in the six months ended March 31, 2016 increased $0.8 million compared to the prior year period. The increase in segment income was primarily a result of increased productivity improvements, lower energy and commodity costs more than offsetting the impact of lower selling price/mix and volume. The estimated impact of lower selling price/mix was $74.9 million and the estimated impact of lower volume was $10.8 million in the six months ended March 31, 2016 compared to the prior year period. Excluding the Combination and the SP Fiber Acquisition, on a volume adjusted basis compared to the prior year period, energy costs decreased $55.4 million, commodity costs decreased $23.5 million, aggregate freight, shipping and warehousing costs decreased $18.0 million, and depreciation and amortization expense increased $5.6 million. Segment income in the six months ended March 31, 2015 included a reduction of cost of goods sold of $6.7 million related to the recording of additional value of spare parts at our containerboard mills acquired in the Smurfit-Stone Acquisition.

Consumer Packaging Shipments

Consumer Packaging Segment Shipments are expressed as a tons equivalent which includes external and intersegment tons shipped from our Consumer Packaging mills plus Consumer Packaging converting shipments converted from BSF to tons. We have included the impact of the Combination beginning in the fourth quarter of fiscal 2015. The shipment data table excludes merchandising displays and dispensing sales since there is not a common unit of measure, as well as gypsum paperboard liner tons produced by Seven Hills Paperboard LLC since it is not consolidated.

	First Quarter	Second Quarter	Six Months Ended 3/31	Third Quarter	Fourth Quarter	Fiscal Year
Fiscal 2015						
Consumer Packaging Segment Shipments - thousands of tons	371.2	378.5	749.7	388.6	1,043.9	2,182.2
Consumer Packaging Converting Shipments - BSF	5.2	5.3	10.5	5.5	9.2	25.2
Consumer Packaging Converting Per Shipping Day - MMSF	84.8	86.7	88.2	86.3	144.5	100.9
Fiscal 2016						
Consumer Packaging Segment Shipments - thousands of tons	**949.3**	**974.4**	**1,923.7**			
Consumer Packaging Converting Shipments - BSF	**8.8**	**9.0**	**17.8**			
Consumer Packaging Converting Per Shipping Day - MMSF	**144.2**	**143.7**	**143.9**			

Consumer Packaging Segment (Aggregate Before Intersegment Eliminations)

	Net Sales (Aggregate)	Segment Income	Return on Sales
	(In millions, except percentages)		
Fiscal 2015			
First Quarter	$ 713.0	$ 59.0	8.3%
Second Quarter	694.9	52.4	7.5
Six Months Ended March 31, 2015	1,407.9	111.4	7.9
Third Quarter	690.2	77.9	11.3
Fourth Quarter	1,642.0	77.7	4.7
Fiscal 2015	$ 3,740.1	$ 267.0	7.1%
Fiscal 2016			
First Quarter	**$ 1,542.2**	**$ 91.2**	**5.9%**
Second Quarter	**1,588.4**	**99.7**	**6.3**
Six Months Ended March 31, 2016	**$ 3,130.6**	**$ 190.9**	**6.1%**

Net Sales (Consumer Packaging Segment)

The $893.5 million increase in net sales for the Consumer Packaging segment for the second quarter of fiscal 2016 compared to the prior year second quarter was primarily due to $906.7 million of net sales from facilities acquired in the Combination and the Packaging Acquisition.

The $1,722.7 million increase in net sales for the Consumer Packaging segment for the six months ended March 31, 2016 compared to the prior year period was primarily due to $1,787.2 million of net sales from facilities acquired in the Combination and the Packaging Acquisition. The net sales from the facilities acquired in the Combination and the Packaging Acquisition were partially offset by $51.0 million of lower display sales due to softness in customer promotional spending.

Segment Income (Consumer Packaging Segment)

Segment income of the Consumer Packaging segment for the quarter ended March 31, 2016 increased $47.3 million compared to the prior year quarter primarily reflecting $35.3 million from facilities acquired in the Combination and the Packaging Acquisition, the impact of synergy and productivity improvements, and lower fiber and energy related costs compared to the prior year quarter partially. Excluding the Combination and the Packaging Acquisition, on a volume adjusted basis compared to the prior year quarter, commodity costs decreased $6.3 million and energy costs decreased $5.6 million. Segment income was reduced by $1.8 million of pre-tax merger inventory step-up expense, net of the related LIFO impact in the second quarter of fiscal 2016 .

Segment income of the Consumer Packaging segment for the six months ended March 31, 2016 increased $79.5 million compared to the prior year period primarily reflecting $74.6 million from facilities acquired in the Combination and the Packaging Acquisition, the impact of synergy and productivity improvements, and lower fiber and energy related costs compared to the prior year period partially offset by the impact of lower volume. The estimated impact of lower volume was $14.3 million in the six months ended March 31, 2016 compared to the prior year period. Excluding the Combination and the Packaging Acquisition, on a volume adjusted basis compared to the prior year period, commodity costs decreased $11.6 million and energy costs decreased $9.7 million. Segment income was reduced by $4.0 million of pre-tax merger inventory step-up expense, net of the related LIFO impact in the six months ended March 31, 2016 .

Specialty Chemicals Segment (Aggregate Before Intersegment Eliminations)

	Net Sales (Aggregate)	Segment Income	Return on Sales
	(In millions, except percentages)		
Fiscal 2015			
Fourth Quarter	$ 256.5	$ 33.6	13.1
Fiscal 2015	$ 256.5	$ 33.6	13.1%
Fiscal 2016			
First Quarter	**$ 209.8**	**$ 7.1**	**3.4%**
Second Quarter	**203.9**	**26.2**	**12.8**
Six Months Ended March 31, 2016	**$ 413.7**	**$ 33.3**	**8.0%**

Net Sales (Specialty Chemicals Segment)

Specialty Chemicals' net sales for the second quarter of fiscal 2016 reflected strong sales of activated carbon and asphalt additive products, while net sales of oilfield chemicals were down significantly due to reduced oilfield drilling and production activity compared to pre-Combination levels. The segment experienced pricing and volume pressure in certain industrial specialties markets due to competitive materials. The segment was formed as a result of the Combination; therefore, there are no prior year comparisons in our financial statements for the three and six months ended March 31, 2016 . We expect the separation of Ingevity to occur on May 15, 2016.

Specialty Chemicals' net sales for the six months ended March 31, 2016 reflected strong sales of activated carbon and asphalt additive products, while net sales of oilfield chemicals were down significantly compared to pre-Combination levels due to reduced oilfield drilling and production activity. The segment experienced pricing and volume pressure in certain industrial specialties markets due to competitive materials.

Segment Income (Specialty Chemicals)

Segment income attributable to the Specialty Chemicals segment was $26.2 million in the second quarter of fiscal 2016 . Segment income in the second quarter of fiscal 2016 was reduced by approximately $2.8 million related to start-up costs at our new activated carbon plant in China. Segment income was reduced by $0.5 million of expense for inventory stepped-up in purchase accounting, net of the related LIFO impact.

Segment income attributable to the Specialty Chemicals segment was $33.3 million in the six months ended March 31, 2016 . Segment income in the six months ended March 31, 2016 was reduced by approximately $5.4 million related to start-up costs at our new activated carbon plant mentioned above. Segment income was reduced by $2.5 million of expense for inventory stepped-up in purchase accounting, net of the related LIFO impact.

Land and Development (Aggregate Before Intersegment Eliminations)

	Net Sales (Aggregate)	Segment Income (Loss)	Return on Sales
	(In millions, except percentages)		
Fiscal 2015			
Fourth Quarter	$ 45.0	$ (3.4)	(7.6)
Fiscal 2015	$ 45.0	$ (3.4)	(7.6)%
Fiscal 2016			
First Quarter	**$ 15.4**	**$ 0.7**	**4.5 %**
Second Quarter	**18.7**	**(4.0)**	**(21.4)**
Six Months Ended March 31, 2016	**$ 34.1**	**$ (3.3)**	**(9.7)%**

Net Sales (Land and Development Segment)

Land and Development's net sales for the second quarter of fiscal 2016 and the six months ended March 31, 2016 were $18.7 million and $ 34.1 million , respectively. The segment was formed as a result of the Combination; therefore, there are no prior year comparisons in our financial statements for the three and six months ended March 31, 2016 .

Segment Income (Land and Development Segment)

Segment loss attributable to the Land and Development segment was $4.0 million in the second quarter of fiscal 2016 and $3.3 million in the six months ended March 31, 2016 . The segment's assets were stepped-up to fair value as a result of purchase accounting which resulted in substantially lower margins on the properties sold compared to pre-Combination levels. The step-up of our land portfolio in this segment is expected to reduce future profitability on existing projects but does not impact future cash flows.

Liquidity and Capital Resources

We fund our working capital requirements, capital expenditures, mergers and acquisitions, restructuring activities, dividends and stock repurchases from net cash provided by operating activities, borrowings under our credit facilities, proceeds from our A/R Sales Agreement, proceeds from the sale of property, plant and equipment removed from service and proceeds received in connection with the issuance of debt and equity securities. Our primary credit facilities are summarized below. See " ***Note 10. Debt*** " of the Notes to Condensed Consolidated Financial Statements section included herein for additional information on our outstanding debt, the fair value of our debt and the classification within the fair value hierarchy.

Funding for our domestic operations in the foreseeable future is expected to come from sources of liquidity within our domestic operations, including cash and cash equivalents, and available borrowings under our credit facilities. As such, our foreign cash and cash equivalents are not a key source of liquidity to our domestic operations.

Cash and cash equivalents were $367.6 million at March 31, 2016 and $228.3 million at September 30, 2015 . Approximately 80% of the cash and cash equivalents at March 31, 2016 were outside of the U.S., including approximately $175 million on deposit in Mexico to fund the joint venture with Grupo Gondi on April 1, 2016. At March 31, 2016 and September 30, 2015 , total debt was $6,377.2 million and $5,632.4 million , respectively, $518.9 million of which was short-term at March 31, 2016 . The increase in debt was primarily related to the SP Fiber Acquisition, the Packaging Acquisition, the cash to fund the joint venture with Grupo Gondi, capital investments and stock repurchases net of cash generated from operations. Certain restrictive covenants govern our maximum availability under our credit facilities. We test and report our compliance with these covenants as required by these facilities and are in compliance with all of those covenants at March 31, 2016 . At March 31, 2016 , we had $109.4 million of outstanding letters of credit not drawn upon, approximately $2.3 billion of availability under our committed credit facilities and over $0.2 billion available under our uncommitted credit facilities. This liquidity may be used to provide for ongoing working capital needs and for other general corporate purposes, including acquisitions, dividends and stock repurchases.

Term Loans and Revolving Credit Facilities

In connection with the Combination, on July 1, 2015, we entered into a Credit Facility that provides for a 5-year senior unsecured term loan in an aggregate principal amount of $2.3 billion ($1.1 billion of which was previously available to be drawn on a delayed draw basis not later than April 1, 2016 in up to two separate draws) and a 5-year senior unsecured revolving credit facility in an aggregate committed principal amount of $2.0 billion. On March 24, 2016, we drew $600 million of the 5-year senior unsecured delayed draw term loan and used the proceeds for general corporate purposes. The balance of this 5-year senior unsecured term loan facility has been terminated. The Credit Facility is unsecured and is guaranteed by WestRock's wholly-owned subsidiaries WestRock RKT Company and WestRock MWV, LLC. The Credit Facility contains usual and customary representations, warranties and covenants. Also, on July 1, 2015, we entered into the Farm Loan Credit Agreement which provides for a 7-year senior unsecured term loan in an aggregate principal amount of $600.0 million . The Farm Credit Facility is guaranteed by WestRock and its wholly-owned subsidiaries WestRock RKT Company and WestRock MWV, LLC. On December 1, 2015, we entered into a $200.0 million uncommitted and revolving line of credit with Sumitomo Mitsui Banking Corporation that matures on December 1, 2016. On February 11, 2016, we entered into a $100.0 million uncommitted and revolving line of credit with The Bank of Tokyo-Mitsubishi that matures on February 9, 2017. On March 4, 2016, we entered into a $100.0 million uncommitted and revolving line of credit with Cooperatieve Rabobank U.A., New York Branch that matures on March 2, 2017.

Receivables-Backed Financing Facility

We have a $700.0 million Receivables Facility which matures on October 24, 2017. Borrowing availability under this facility is based on the eligible underlying accounts receivable and certain covenants. The Receivables Facility includes certain restrictions on what constitutes eligible receivables under the facility and allows for the exclusion of eligible receivables of specific obligors each calendar year subject to certain restrictions as outlined in the Receivables Facility. We have continuing involvement with the underlying receivables as we provide credit and collections services pursuant to the securitization agreement.

Public Bonds and Other Indebtedness

In connection with the Combination, the public bonds previously issued by WestRock RKT Company and WestRock MWV, LLC are guaranteed by WestRock and have cross-guarantees by WestRock RKT Company and WestRock MWV, LLC. The IDBs associated with the capital lease obligations of WestRock MWV, LLC are guaranteed by WestRock. We also have certain international and other debt. In connection with the Combination, we increased the value of debt assumed by $346.2 million to reflect the debt at fair value. The stepped-up debt value will be amortized to income over the life of the underlying instruments. Total debt at March 31, 2016 includes unamortized fair market value step-up of $323.1 million from purchase accounting, primarily related to the Combination.

Accounts Receivable Sales Agreement

We have an A/R Sales Agreement to sell to a third party financial institution all of the short term receivables generated from certain customer trade accounts, on a revolving basis, until the agreement is terminated by either party. Transfers under this agreement meet the requirements to be accounted for as sales in accordance with the "Transfers and Servicing" guidance in ASC 860. The A/R Sales Agreement allows for a maximum of $300.0 million of receivables to be sold at any point in time. Cash proceeds related to the sales are included in cash from operating activities in the consolidated statement of cash flows in the accounts receivable line item. The loss on sale is not material as it is currently less than 1% per annum of the receivables sold, and is included in interest income and other income (expense), net. For additional information, see " ***Note 11. Fair Value — Accounts Receivable Sales Agreement*** " of the Notes to Condensed Consolidated Financial Statements included herein.

Cash Flow Activity

	Six Months Ended March 31,	
	2016	**2015**
	(In millions)	
Net cash provided by operating activities	**$ 775.2**	$ 550.8
Net cash used for investing activities	**$ (816.1)**	$ (222.7)
Net cash provided by (used for) financing activities	**$ 186.3**	$ (319.9)

Net cash provided by operating activities during the six months ended March 31, 2016 increased $224.4 million compared to the six months ended March 31, 2015 primarily due to the impact of the Combination partially offset by an increase in working capital in the current year period of $59.6 million as compared to an increase in working capital of $43.1 million in the six months ended March 31, 2015 . The change in working capital in the prior year period included the sale of $87.1 million of accounts receivables in connection with the A/R Sales Agreement.

Net cash used for investing activities in the six months ended March 31, 2016 consisted primarily of $418.4 million of capital expenditures, $381.0 million for the SP Fiber Acquisition and Packaging Acquisition, and $36.5 million for the purchase of debt owed by GPS in connection with the SP Fiber Acquisition. Net cash used for investing activities in the six months ended March 31, 2015 consisted primarily of $235.2 million of capital expenditures that was partially offset by proceeds from the sale of property, plant and equipment.

We expect fiscal 2016 capital expenditures to be in the range of $825 million to $850 million, subject to the Specialty Chemicals separation. We expect to invest in projects (i) to maintain and operate our mills and plants safely, reliably and in compliance with regulations and (ii) that support our strategy: to improve the competitiveness of mill and converting assets, support our $1.0 billion annualized run rate synergy and performance improvement target, before inflation, to be realized by September 30, 2018, and generate attractive returns. We believe we have significant opportunities to improve our performance through capital investment in our box plant system. We also believe we have identified more opportunities in our mill system to

improve our productivity and cost structure, and we expect to purchase printing presses, digital printers, and other equipment in our converting operations. Our fiscal 2016 capital expenditure estimates include approximately $29 million of payments related to a fiscal 2012 major capital investment at one of our containerboard mills that was paid in the six months ended March 31, 2016 . It is possible that our capital expenditure assumptions may change, project completion dates may change, or we may decide to invest a different amount depending upon opportunities we identify or to comply with regulatory changes, such as those promulgated by the EPA, including but not limited to compliance with Boiler MACT.

In the six months ended March 31, 2016 , net cash provided by financing activities consisted primarily of the net increase in debt aggregating $644.4 million partially offset by cash dividends paid to stockholders of $191.6 million and purchases of Common Stock of $238.8 million . In the six months ended March 31, 2015 , net cash used for financing activities consisted primarily of net repayments of debt aggregating $227.6 million , cash dividends paid to stockholders of $71.4 million , purchases of RockTenn Common Stock of $8.7 million and $26.8 million for the issuance of common stock, net of related minimum tax withholdings. These items were partially offset by $16.4 million of excess tax benefits from share-based compensation. In April 2016 and February 2016, our board of directors approved our May 2016 and February 2016 quarterly dividends of $0.375 per share indicating an annualized dividend of $1.50 per share.

At March 31, 2016 , the U.S. federal, state and foreign net operating losses, alternative minimum tax credits and other U.S. federal and state tax credits available to us aggregated approximately $400 million in future potential reductions of U.S. federal, state and foreign cash taxes. Based on our current projections, we expect to utilize the remaining U.S. federal net operating losses, alternative minimum tax and other U.S. federal credits primarily over the next three years. We expect to receive tax benefits in fiscal 2016 and future years from the U.S. manufacturer’s deduction, which has been limited to us in recent years due to lower levels of U.S. federal taxable income due to the use of U.S. federal net operating losses. Foreign net operating losses, state net operating losses and credits will be used over a longer period of time. Including the estimated impact of book and tax differences, we expect our cash tax payments to be substantially similar to our income tax expense in fiscal 2016 and lower than our income tax expense in fiscal 2017 and 2018. It is possible that our utilization of these net operating losses and credits may change due to changes in taxable income, tax laws or tax rates, capital expenditures or other factors.

We made contributions of $25.6 million to our pension and supplemental retirement plans during the six months ended March 31, 2016 . Based on current facts and assumptions, we expect to contribute approximately $52 million to our qualified defined benefit plans in fiscal 2016 , primarily to our foreign pension plans. We have made contributions and expect to continue to make contributions in the coming years to our pension plans in order to ensure that our funding levels remain adequate in light of projected liabilities in certain plans and to meet the requirements of the Pension Act and other regulations. Our estimates are based on current factors, such as discount rates and expected return on plan assets. Future contributions are subject to changes in our underfunded status based on factors such as investment performance, discount rates, return on plan assets, changes in mortality or other assumptions and changes in legislation. It is possible that our assumptions may change, actual market performance may vary or we may decide to contribute different amounts. There can be no assurance that such changes, including potential turmoil in financial and capital markets, will not be material to our results of operations, financial condition or cash flows.

We anticipate that we will be able to fund our capital expenditures, interest payments, dividends and stock repurchases, pension payments, working capital needs, note repurchases, restructuring activities, repayments of current portion of long-term debt and other corporate actions for the foreseeable future from cash generated from operations, borrowings under our credit facilities, proceeds from our A/R Sales Agreement, proceeds from the issuance of debt or equity securities or other additional long-term debt financing, including new or amended facilities. In addition, we continually review our capital structure and conditions in the private and public debt markets in order to optimize our mix of indebtedness. In connection therewith, we may seek to refinance existing indebtedness to extend maturities, reduce borrowing costs or otherwise improve the terms and composition of our indebtedness.

New Accounting Standards

See “ ***Note 2. New Accounting Standards*** ” of the Notes to Condensed Consolidated Financial Statements included herein for a full description of recent accounting pronouncements including the respective expected dates of adoption and expected effects on results of operations, financial condition or cash flows.

Non-GAAP Financial Measures

We have included in the discussion under the caption “ ***Management’s Discussion and Analysis of Financial Condition and Results of Operations*** ” above financial measures that were not prepared in accordance with GAAP. Any analysis of non-GAAP financial measures should be used only in conjunction with results presented in accordance with GAAP. Below, we define the

non-GAAP financial measures, discuss the reasons that we believe this information is useful to management and may be useful to investors, and provide reconciliations of the non-GAAP financial measures to the most directly comparable financial measures calculated in accordance with GAAP. These measures may differ from similarly captioned measures of other companies. The following non-GAAP measures are not intended to be substitutes for GAAP financial measures and should not be used as such.

We use the non-GAAP financial measures "Adjusted Net Income" and "Adjusted Earnings Per Diluted Share". Management believes these non-GAAP financial measures provide our board of directors, investors, potential investors, securities analysts and others with useful information to evaluate our performance because the measures exclude restructuring and other costs, net, and other specific items that management believes are not indicative of the ongoing operating results of the business. Management and our board of directors use this information to evaluate our performance relative to other periods. We believe that the most directly comparable GAAP measures to Adjusted Net Income and Adjusted Earnings Per Diluted Share are Net income (loss) attributable to common stockholders and Diluted earnings (loss) per share attributable to common stockholders, respectively.

Reconciliations of Non-GAAP Financial Measures to the Most Directly Comparable GAAP Measures

Set forth below is a reconciliation of Adjusted Net Income to the most directly comparable GAAP measure, Net (loss) income attributable to common stockholders (in millions, net of tax), for the periods indicated:

	Three Months Ended March 31,		Six Months Ended March 31,	
	2016	2015	2016	2015
Net income (loss) attributable to common stockholders	$ 56.9	$ 109.8	$ (396.6)	$ 234.9
Impairment of Specialty Chemicals goodwill	—	—	478.3	—
Restructuring and other items	98.3	12.0	223.9	15.9
Inventory stepped-up in purchase accounting, net of LIFO	1.6	0.1	4.9	0.8
Pension lump sum settlement and retiree medical curtailment, net	—	—	—	7.9
Adjusted Net Income	**$ 156.8**	**$ 121.9**	**$ 310.5**	**$ 259.5**

Forward-Looking Statements

Statements in this report that do not relate strictly to historical facts are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are based on our current expectations, beliefs, plans or forecasts and use words such as "may", "will", "could", "would", "anticipate", "intend", "estimate", "project", "plan", "believe", "expect", "target" and "potential", or refer to future time periods, and include statements made in this report regarding, among other things: our expectation of completing the separation of our specialty chemicals business, now called Ingevity, on May 15, 2016 and that the separation is expected to be tax-free to our stockholders, except with respect to fractional shares; our belief that the Dublin mill will help balance the fiber mix of our mill system and that the addition of kraft and bag paper will diversify our product offering including our ability to serve the increasing demand for lighter weight containerboard; our anticipation that we will be able to fund our capital expenditures, interest payments, dividends and stock repurchases, pension payments, working capital needs, note repurchases, restructuring activities, repayments of current portion of long-term debt and other corporate actions for the foreseeable future from cash generated from operations, borrowings under our credit facilities, proceeds from our A/R Sales Agreement, proceeds from the issuance of debt or equity securities or other additional long-term debt financing, including new or amended facilities; that we may seek to refinance existing indebtedness to extend maturities, reduce borrowing costs or otherwise improve the terms and composition of our indebtedness based on our continual review of our capital structure and conditions in the private and public debt markets in order to optimize our mix of indebtedness; the step-up to fair value of our land portfolio in our Land and Development segment is expected to reduce future profitability on existing projects but does not impact future cash flows; our $1.0 billion annualized run rate synergy and performance improvement target, before inflation, to be realized by September 30, 2018; our expectation of paying an annualized dividend of $1.50 per share in fiscal 2016; that we expect to contribute approximately $52 million to our qualified defined benefit plans in fiscal 2016, primarily to our foreign pension plans; we expect to continue to make contributions in the coming years to our pension plans in order to ensure that our funding levels remain adequate in light of projected liabilities in certain plans and to meet the requirements of the Pension Act and other regulations; the timing of our adoption of various recently adopted or issued accounting standards and our expectation that each of ASU 2014-12, ASU 2015-02, ASU 2015-04, ASU 2015-07, ASU 2015-11, ASU 2016-05, ASU 2016-07 and ASU 2016-09 will not have a material effect on our consolidated financial statements; amounts and timing of capital expenditure projects; the estimate of the timing of our compliance with Boiler MACT rules; our belief that the Quebec cap-and-trade program may

require expenditures to meet required GHG emission reduction requirements in future years; the expectation that buyer-specific synergies will arise after the Combination (e.g., enhanced geographic reach of the combined organization and increased vertical integration and synergistic opportunities) and the SP Fiber Acquisition and Packaging Acquisition (e.g., enhanced reach of the combined organization and other synergies); our belief that we have significant opportunities to improve our performance through capital investment in our box plant system; that management does not believe that the currently expected outcome of any environmental proceedings and claims that are pending or threatened against us will have a material adverse effect on our results of operations, financial condition or cash flows; that the resolution of pending litigation and proceedings will not have a material adverse effect on our results of operations, financial condition or cash flows; the U.S. federal, state and foreign net operating losses, alternative minimum tax credits and other U.S. federal and state tax credits available to us aggregated approximately $400 million in future potential reductions of U.S. federal, state and foreign cash taxes; that we expect to utilize the remaining U.S. federal net operating losses, alternative minimum tax and other U.S. federal credits primarily over the next three years; that we expect to receive tax benefits in fiscal 2016 and future years from the U.S. manufacturer's deduction which has been limited to us in recent years; foreign net operating losses, state net operating losses and credits will be used over a longer period of time, and that we expect our cash tax payments to be substantially similar to our income tax expense in fiscal 2016 and lower than our income tax expense in fiscal 2017 and 2018; that we expect integration activities to continue during fiscal 2016 and 2017; our belief that the costs of projects related to certain of our current or former locations being investigated or remediated under various environmental laws and regulations will not have a material adverse effect on our results of operations, financial condition or cash flows; our belief that our exposure related to guarantees would not have a material impact on our results of operations, financial condition or cash flows; our availability under our credit facilities may be used to provide for ongoing working capital needs and for other general corporate purposes including acquisitions, dividends and stock repurchases; we may incur asset impairments associated with the Ingevity separation; the tax basis in the acquired U.S. assets from the stock purchase of certain legal entities formerly owned by Cenveo Inc. will increase subject to our election under section 338(h)(10) of the Code; the stock purchase of certain legal entities formerly owned by Cenveo Inc. has provided us with attractive and complementary customers, markets and facilities; our belief that we have identified more opportunities in our mill system to improve the productivity and cost structure and we expect to purchase printing presses, digital printers, and other equipment in our converting operations; funding for our domestic operations in the foreseeable future is expected to come from sources of liquidity within our domestic operations, including cash and cash equivalents, and available borrowings under our credit facilities; that as a result of the Grupo Gondi investment, we expect to record a non-cash gain for an as yet to be determined amount that is subject to the valuation work being performed by a third party valuation firm and our belief that this partnership will help grow our presence in the attractive Mexican market; and our expectation that fiscal 2016 capital expenditures will be in the range of $825 million to $850 million, subject to the Specialty Chemicals separation.

With respect to these statements, we have made assumptions regarding, among other things, the results and impacts of the Combination; whether and when the separation of our specialty chemicals business will occur; our ability to effectively integrate the operations of RockTenn and MWV; economic, competitive and market conditions; volumes and price levels of purchases by customers; competitive conditions in our businesses; possible adverse actions of our customers, competitors and suppliers; labor costs; the amount and timing of capital expenditures, including installation costs, project development and implementation costs, severance and other shutdown costs; restructuring costs; utilization of real property that is subject to the restructurings due to realizable values from the sale of such property; credit availability; volumes and price levels of purchases by customers; raw material and energy costs; and competitive conditions in our businesses.

You should not place undue reliance on any forward-looking statements as such statements involve risks, uncertainties, assumptions and other factors that could cause actual results to differ materially, including the following: the level of demand for our products; our ability to successfully identify and make performance improvements; anticipated returns on our capital investments; our ability to achieve benefits from acquisitions and the timing thereof, including synergies, performance improvements and successful implementation of capital projects; our belief that matters relating to previously identified third party PRP sites and certain formerly owned facilities of Smurfit-Stone have been or will be satisfied claims in the Smurfit-Stone bankruptcy proceedings; the level of demand for our products; our belief that we can assert claims for indemnification pursuant to existing rights we have under settlement and purchase agreements in connection with certain of our existing environmental remediation sites; our ability to successfully identify and make performance improvements; uncertainties related to planned mill outages or production disruptions, including associated costs and the length of those outages; the possibility of unplanned mill outages; investment performance, discount rates, return on pension plan assets and expected compensation levels; market risk from changes in, including but not limited to, interest rates and commodity prices; possible increases in energy, raw materials, shipping and capital equipment costs; any reduction in the supply of raw materials; fluctuations in selling prices and volumes; intense competition; the potential loss of certain customers; the impact of operational restructuring activities, including the cost and timing of such activities, the size and cost of employment terminations, operational consolidation, capacity utilization, cost reductions and production efficiencies, estimated fair values of assets, and returns from planned asset transactions, and the impact of such factors on earnings; potential liability for outstanding guarantees and indemnities and the potential impact of such liabilities; the impact of economic conditions, including the nature of the current market environment, raw material and energy costs and

market trends or factors that affect such trends, such as expected price changes, competitive pricing pressures and cost increases, as well as the impact and continuation of such factors; our results of operations, including operational inefficiencies, costs, sales growth or declines; our desire or ability to continue to repurchase company stock; the timing and impact of customer transitioning, the impact of announced price increases or decreases and the impact of the gain and loss of customers; pension plan contributions and expense, funding requirements and earnings; environmental law liability as well as the impact of related compliance efforts, including the cost of required improvements and the availability of certain indemnification claims; capital expenditures; the cost and other effects of complying with governmental laws and regulations and the timing of such costs; the scope, and timing and outcome of any litigation, including the Antitrust Litigation or other dispute resolutions and the impact of any such litigation or other dispute resolutions on our results of operations, financial condition or cash flows; income tax rates, future deferred tax expense and future cash tax payments; future debt repayment; our ability to fund capital expenditures, interest payments, dividends and stock repurchases, pension payments, working capital needs, note repurchases, restructuring activities, repayments of current portion of long term debt and other corporate actions for the foreseeable future from cash generated from operations, borrowings under our credit facilities, proceeds from our A/R Sales Agreement, proceeds from the issuance of debt or equity securities or other additional long-term debt financing, including new or amended facilities; our estimates and assumptions regarding our contractual obligations and the impact of our contractual obligations on our liquidity and cash flow; the impact of changes in assumptions and estimates underlying accounting policies; the expected impact of implementing new accounting standards; the impact of changes in assumptions and estimates on which we based the design of our system of disclosure controls and procedures; the expected cash tax payments that may change due to changes in taxable income, tax laws or tax rates, capital expenditures or other factors; the occurrence of severe weather or a natural disaster, such as a hurricane, tropical storm, earthquake, tornado, flood, fire, or other unanticipated problems such as labor difficulties, equipment failure or unscheduled maintenance and repair, which could result in operational disruptions of varied duration; adverse changes in general market and industry conditions; and other risks, uncertainties and factors discussed in Item 1A “Risk Factors” of our Fiscal 2015 Form 10-K and by similar disclosures in any of our subsequent SEC filings. The information contained herein speaks as of the date hereof and we do not have or undertake any obligation to update such information as future events unfold.

Item 3. *QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK*

For a discussion of certain of the market risks to which we are exposed, see the “ ***Quantitative and Qualitative Disclosures About Market Risk”*** section in our Fiscal 2015 Form 10-K. There have been no material changes in our exposure to market risk since September 30, 2015.

Item 4. *CONTROLS AND PROCEDURES*

Our Chief Executive Officer and our Chief Financial Officer evaluated the effectiveness of our “disclosure controls and procedures” (as defined in Rule 13a-15(e)) under the Exchange Act as of the end of the period covered by this quarterly report. Based on that evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that our disclosure controls and procedures were effective to ensure that information required to be disclosed by us in reports we file or submit under the Exchange Act is (i) recorded, processed, summarized, and reported within the time periods specified in the SEC’s rules and forms, and (ii) accumulated and communicated to our management, including our Chief Executive Officer and our Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures.

There has been no change in our internal control over financial reporting identified in connection with the evaluation required by paragraph (d) of Exchange Act Rules 13a-15 or 15d-15 that occurred during our last fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting, except as described below. During the quarter ended September 30, 2015, we completed the Combination. See ***“Note 5. Merger and Acquisitions”*** of the Notes to Condensed Consolidated Financial Statements included herein for additional information. We are in the process of integrating the acquired operations into our overall internal control over financial reporting process.

PART II: OTHER INFORMATION

Item 1. *LEGAL PROCEEDINGS*

In 2010, Smurfit-Stone was one of nine U.S. and Canadian containerboard producers named as defendants in a lawsuit, in the U.S. District Court of the Northern District of Illinois, alleging that these producers violated the Sherman Act by conspiring to limit the supply and fix the prices of containerboard from mid-2005 through November 8, 2010. Plaintiffs have since amended their complaint by alleging a class period from February 15, 2004 through November 8, 2010. RockTenn CP, LLC, as the successor to Smurfit-Stone, is a defendant with respect to the period after Smurfit-Stone’s discharge from bankruptcy on June 30, 2010

through November 8, 2010. The complaint seeks treble damages and costs, including attorney's fees. In March 2015, the court granted the Plaintiffs' motion for class certification and the class defendants, including us, appealed that decision. The United States Court of Appeals for the Seventh Circuit held oral arguments on the appeal in December 2015. We believe the allegations are without merit and will defend this lawsuit vigorously. However, at this stage of the litigation, we are unable to predict the ultimate outcome or estimate a range of reasonably possible losses.

As with numerous other large industrial companies, we have been named a defendant in asbestos-related personal injury litigation. Typically, these suits also name many other corporate defendants. To date, the costs resulting from the litigation, including settlement costs, have not been significant. As of March 31, 2016 , there were approximately 584 lawsuits. We believe that we have substantial insurance coverage, subject to applicable deductibles and policy limits, with respect to asbestos claims. We have valid defenses to these claims and intend to continue to defend them vigorously. Should the volume of litigation grow substantially, it is possible that we could incur significant costs resolving these cases. We believe that the resolution of pending litigation and proceedings is not expected to have a material adverse effect on our consolidated financial condition or liquidity. In any given period or periods, however, it is possible such proceedings or matters could have a material effect on our results of operations.

We are a defendant in a number of other lawsuits and claims arising out of the conduct of our business. While the ultimate results of such suits or other proceedings against us cannot be predicted with certainty, management believes the resolution of these other matters will not have a material adverse effect on our results of operations, financial condition or cash flows.

Item 2. *UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS*

Stock Repurchase Program

In July 2015, our board of directors authorized a repurchase program of up to 40.0 million shares of Common Stock representing approximately 15 percent of our outstanding Common Stock as of July 1, 2015. The shares of Common Stock may be repurchased over an indefinite period of time at the discretion of management. As of September 30, 2015, the remaining authorization under our repurchase program was approximately 34.6 million shares. Pursuant to that repurchase program, in the three months ended March 31, 2016 , we repurchased approximately 3.7 million shares of Common Stock for an aggregate cost of $144.5 million. As of March 31, 2016 , we had approximately 28.8 million shares of Common Stock available for repurchase under the program.

The following table presents information with respect to purchases of Common Stock that we made during the three months ended:

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 Number of Shares that May Yet Be Purchased Under the Plans or Programs
January 1, 2016 through January 31, 2016	1,963,035	$ 42.70	1,963,035	30,491,531
February 1, 2016 through February 29, 2016	75,000	31.57	75,000	30,416,531
March 1, 2016 through March 31, 2016	1,639,847	35.55	1,639,847	28,776,684
Total	3,677,882		3,677,882	

Item 6. *EXHIBITS*

See separate Exhibit Index attached hereto and hereby incorporated herein by reference.

SIGNATURES

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

WESTROCK COMPANY
(Registrant)

Date: May 9, 2016

By: /s/ Ward H. Dickson
Ward H. Dickson

Executive Vice President and Chief Financial Officer

(Principal Financial Officer and duly authorized officer)

WESTROCK COMPANY

INDEX TO EXHIBITS

Exhibit 10.1	WestRock Company Employee Stock Purchase Plan Effective February 2, 2016.
Exhibit 10.2	WestRock Company 2016 Incentive Stock Plan.
Exhibit 10.3	Uncommitted and Revolving Credit Line Agreement dated as of February 11, 2016 between the Bank of Tokyo-Mitsubishi UFJ, Ltd., and WestRock Company.
Exhibit 10.4	Uncommitted and Revolving Line of Credit dated as of March 4, 2016 between Cooperatieve Rabobank U.A., New York Branch, MWV Luxembourg S.à.r.l. and WestRock Company.
Exhibit 31.1	Certification Accompanying Periodic Report Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, executed by Steven C. Voorhees, Chief Executive Officer and President of WestRock Company.
Exhibit 31.2	Certification Accompanying Periodic Report Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, executed by Ward H. Dickson, Executive Vice President and Chief Financial Officer of WestRock Company.
Exhibit 101.INS	XBRL Instance Document.
Exhibit 101.SCH	XBRL Taxonomy Extension Schema.
Exhibit 101.CAL	XBRL Taxonomy Extension Calculation Linkbase.
Exhibit 101.DEF	XBRL Taxonomy Definition Label Linkbase.
Exhibit 101.LAB	XBRL Taxonomy Extension Label Linkbase.
Exhibit 101.PRE	XBRL Taxonomy Extension Presentation Linkbase.

Additional Exhibits

In accordance with SEC Release No. 33-8238, Exhibit 32.1 is to be treated as "accompanying" this report rather than "filed" as part of the report.

Exhibit 32.1	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, executed by Steven C. Voorhees, Chief Executive Officer and President of WestRock Company, and by Ward H. Dickson, Executive Vice President and Chief Financial Officer of WestRock Company.

Exhibit 10.1

WESTROCK COMPANY

EMPLOYEE STOCK PURCHASE PLAN

EFFECTIVE
FEBRUARY 2, 2016

WESTROCK COMPANY
EMPLOYEE STOCK PURCHASE PLAN

1. Purpose

The primary purpose of the Plan is to encourage Stock ownership by each Eligible Employee of WestRock and each Designated Subsidiary in the belief that such ownership will increase his or her interest in the success of WestRock and will provide an additional incentive for him or her to remain in the employ of WestRock or such Designated Subsidiary. WestRock intends that the Plan constitute an "employee stock purchase plan" within the meaning of § 423 of the Code and, further, intends that any ambiguity in the Plan or any related offering be resolved to effect such intent.

2. Effective Date

This Plan is first effective as of February 2, 2016, subject to the approval of WestRock's stockholders.

3. Definitions

3.1 Account shall mean the separate bookkeeping account which shall be established and maintained by the Administrator for each Participant for each Purchase Period to record the payroll deductions made on his or her behalf to purchase Stock under the Plan.

3.2 Administrator shall mean the Board or any person or persons appointed by the Board to administer the Plan. Unless determined otherwise by the Board, the Administrator shall be the WestRock Company Administrative Committee as appointed to administer WestRock's employee benefit plans.

3.3 Authorization shall mean the participation election and payroll deduction authorization form which an Eligible Employee shall be required to properly complete and timely file with the Administrator before the end of an Enrollment Period in order to participate in the Plan for the related Purchase Period. The Administrator shall establish rules and procedures relating to the means by which Eligible Employees may submit Authorizations (which may include online or electronic enrollment) and the times during which Authorizations must be submitted.

3.4 Board shall mean the Board of Directors of WestRock.

3.5 Code shall mean the Internal Revenue Code of 1986, as amended.

3.6 Designated Subsidiary shall mean a Subsidiary corporation that the Administrator has designated as eligible to participate in the Plan.

3.7 Eligible Employee shall mean each employee of WestRock or a Designated Subsidiary except an employee who would own (immediately after the grant of an option under the Plan) stock possessing 5% or more of the total combined voting power or value of all classes of stock of WestRock or of its parent or subsidiary corporation based on the rules set forth in § 423(b)(3) and § 424 of the Code. The Administrator may, prior to the Enrollment Period for an offering under the Plan and on a uniform and nondiscriminatory basis, determine that the Eligible Employees with respect to such Offering will not include—

(a) an employee who has been employed less than 2 years (within the meaning of the Code § 423(b)(4)(A)) (or such lesser period of time as may be determined by the Administrator),

(b) an employee who customarily is employed (within the meaning of Code § 423(b)(4)(B)) 20 hours or less per week (or such lesser period of time as may be determined by the Administrator), and

(c) an employee who customarily is employed (within the meaning of Code § 423(b)(4)(C)) for not more than 5 months in any calendar year (or such lesser period of time as may be determined by the Administrator),

In addition, an employee who is a member of a collective bargaining unit that has elected, on behalf of its members, not to participate in the Plan in accordance with the requirements of § 423 of the Code, shall not be treated as an Eligible Employee while such election remains in effect.

3.8 Enrollment Period shall mean a period preceding a Purchase Period during which Eligible Employees may elect to participate in the Plan for such Purchase Period. The Administrator shall establish the timing and duration of each Enrollment Period. Unless otherwise determined by the Administrator, the Enrollment Period shall be of approximately one month's duration.

3.9 Offering shall mean an offer under the Plan to purchase shares of Stock on a Purchase Date.

3.10 Participant shall mean for each Purchase Period an Eligible Employee who has satisfied the requirements set forth in § 7 for such Purchase Period.

3.11 Participating Employer shall for each Participant, as of any date, mean WestRock or a Designated Subsidiary, whichever employs such Participant as of such date.

3.12 Plan shall mean this WestRock Company Employee Stock Purchase Plan as set forth herein and as hereafter amended from time to time.

3.13 Purchase Date shall mean for each Purchase Period the last day of such Purchase Period.

3.14 Purchase Period shall mean a period established by the Administrator during which payroll deductions shall be made pursuant to an offering under the Plan. Unless otherwise established by the Administrator prior to the beginning of a Purchase Period, all Purchase Periods will be of 3 months' duration, with the first Purchase Period beginning May 1, 2016 and ending on July 31, 2016. In no event shall any Purchase Period exceed 27 months.

3.15 Purchase Price shall mean for each Purchase Period 85% of the average of the high and low sales prices for a share of Stock and reported on the New York Stock Exchange (or such other exchange on which the Stock is traded) on the last day of such Purchase Period, as such prices are determined in good faith by the Administrator in accordance with the requirement of Code § 423; provided, if no such prices are so reported for any such day, the average of the high and low sales prices for such day shall be deemed to be the average of the high and low sales prices for a share of Stock which was so reported on the most recent day before such day.

3.16 Stock shall mean the $0.01 par value Common Stock of WestRock.

3.17 Subsidiary shall mean each corporation which is in an unbroken chain of corporations beginning with WestRock in which each corporation in such chain (except for the last corporation in such chain) owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain, as determined pursuant to § 424(f).

3.18 WestRock shall mean WestRock Company, a Delaware corporation, and any successor to WestRock.

4. Offerings

Offerings to purchase shares of Stock shall be made to Participants in accordance with the Plan from time to time at the discretion of the Administrator. The Administrator will determine the terms of each Offering, provided that each Offering shall satisfy the requirements of § 423(b)(5) of the Code.

5. Shares Available Under the Plan

Subject to adjustment as provided in § 15, a maximum of 2,500,000 shares of Stock shall be reserved for purchase from WestRock upon the exercise of options granted under § 9 of the Plan. Any shares of Stock which are subject to options granted as of the first day of a Purchase Period but which are not purchased on the related Purchase Date shall again become available under the Plan.

6. Administration

The Administrator shall be responsible for the administration of the Plan and shall have the power in connection with such administration to interpret the Plan, to establish rules and procedures it deems appropriate to administer the Plan, and to take such other action in connection with such administration as it deems necessary or equitable under the circumstances. The Administrator also shall have the power to delegate the duty to perform such administrative functions as the Administrator deems appropriate under the circumstances and any action taken in accordance with such delegation shall be considered the action of the Administrator. Any person to whom the duty to perform an administrative function is delegated shall act on behalf of and shall be responsible to the Administrator for such function. Any action or inaction by or on behalf of the Administrator under the Plan shall be final and binding on each Eligible Employee, each Participant and on each other person who makes a claim under the Plan based on the rights, if any, of any such Eligible Employee or Participant under the Plan.

7. Participation

Each person who is an Eligible Employee on the first day of an Enrollment Period shall be a Participant in the Plan for the related Purchase Period if:

(1) he or she properly completes an Authorization with the Administrator on or before the last day of such Enrollment Period to purchase shares of Stock pursuant to the option granted under § 9, and

(2) his or her employment as an Eligible Employee continues throughout the period which begins on the first day of such Enrollment Period and ends on the first day of the related Purchase Period. Employment as an Eligible Employee shall not be treated as interrupted by a transfer directly between WestRock and any Designated Subsidiary or between one Designated Subsidiary and another Designated Subsidiary.

An Authorization shall require an Eligible Employee to provide such information and to take such action as the Administrator in its discretion deems necessary or helpful to the orderly administration of the Plan, including specifying (in accordance with § 8) his or her payroll deductions to purchase shares of Stock pursuant to the option granted under § 9 and whether he or she desires such Authorization to remain in effect for one or more than one Purchase Period. A Participant's status as such shall terminate for a Purchase Period (for which he or she has an effective Authorization) at such time as his or her Account has been withdrawn under § 12 or § 13 or the purchases and distributions contemplated under § 10 with respect to his or her Account have been completed, whichever comes first.

8. Payroll Deductions

(a) Initial Authorization . Each Participant's Authorization made under § 7 shall specify the specific dollar amount (unless the Administrator determines that contributions may be designated as a percentage of compensation) which he or she authorizes his or her Participating Employer to deduct from his or her compensation each pay period (as such pay period is determined in accordance with his or her Participating Employer's standard payroll policies and practices) during the Purchase Period for which such Authorization is in effect to purchase shares of Stock pursuant to the option granted under § 9.

The Administrator may establish uniform rules regarding (i) the types of compensation from which deductions may be taken, and (ii) limitations on the dollar amounts (or percentages of compensation) that may be withheld from a Participant's compensation, provided that all such limitations shall satisfy the requirements of § 423(b)(5).

(b) Modifications . A Participant shall have the right to make one amendment to an Authorization after the end of an Enrollment Period to reduce or to stop the payroll deductions which he or she previously had authorized for the related Purchase Period, and such reduction shall be effective as soon as practicable after the Administrator actually receives such amended Authorization. The Administrator may establish procedures and deadlines by which Participants must make such amendments to an Authorization.

(c) Account Credits, General Assets and Taxes . All payroll deductions made for a Participant shall be credited to his or her Account as of the pay day as of which the deduction is made. All payroll deductions shall be held by WestRock, by WestRock's agent or by one, or more than one, Designated Subsidiary (as determined by the Administrator) as part of the general assets of WestRock or any such Designated Subsidiary, and each Participant's right to the payroll deductions credited to his or her Account shall be those of a general and unsecured creditor. No interest or earnings shall be credited to a Participant's Account. WestRock, WestRock's agent or such Designated Subsidiary shall have the right to withhold on payroll deductions to the extent such person deems necessary or appropriate to satisfy applicable tax laws.

(d) Cash Payments . A Participant may not make any contribution to his or her Account except through payroll deductions made in accordance with this § 8; provided, however, that the Administrator may allow participants to make contributions by check or other means instead of payroll deductions if, for any Offering, the Administrator determines that such other contributions are permissible under § 423.

9. Granting of Option

(a) General Rule . Subject to § 9(b) and § 9(c), each person who is a Participant for a Purchase Period automatically shall be deemed to have been granted an option to purchase the number of whole and fractional shares of Stock (not to exceed 50,000 shares, subject to adjustment under § 15 of the Plan) as may be purchased with the payroll deductions credited to the Participant's Account during the applicable Purchase Period. Each such option shall be exercisable only in accordance with the terms of the Plan. The Administrator shall determine the elements of pay to be included in compensation for purposes of the Plan and may change the definition on a prospective basis.

(b) Statutory Limitation . No option granted by operation of the Plan to any Eligible Employee under § 9(a) shall permit his or her rights to purchase shares of Stock under the Plan or under any other employee stock purchase plan (within the meaning of § 423 of the Code) or any other shares of Stock under any other employee stock purchase plans (within the meaning of § 423 of the Code) of WestRock and its parent or any of its subsidiaries (within the meaning of § 424(f) of the Code) to accrue (within the meaning of § 423(b)(8) of the Code) at a rate which exceeds $25,000 of the fair market value of such stock for any calendar year. Such fair market value shall be determined as of the first day of the Purchase Period for which the option is granted.

(c) Insufficient Available Shares . If the number of shares of Stock available for purchase for any Purchase Period is insufficient to cover the number of shares which Participants have elected to purchase through effective Authorizations, then each Participant's option to purchase shares of Stock for such Purchase Period shall be reduced to the number of shares of Stock (including any fractional share) which the Administrator shall determine by multiplying the number of shares of Stock available for options for such Purchase Period by a fraction, the numerator of which shall be the number of shares of Stock for which such Participant would have been granted an option under § 9(a) if sufficient shares were available and the denominator of which shall be the total number of shares of Stock for which options would have been granted to all Participants under § 9(a) if sufficient shares were available.

10. Exercise of Option

(a) General Rule . Unless a Participant files an amended Authorization under § 10(b) or § 12 on or before the Purchase Date for a Purchase Period for which he or she has an effective Authorization, his or her option shall be exercised automatically on such Purchase Date for the purchase of as many shares of Stock (including any fractional share) as the balance credited to his or her Account as of that date will purchase at the Purchase Price for such shares of Stock if he or she also is an Eligible Employee on such Purchase Date.

(b) Partial Exercise . A Participant may file an amended Authorization under this § 10 with the Administrator before a Purchase Date (and by the deadline established by the Administrator) to elect, effective as of such Purchase Date, to exercise his or her option with respect to a specific dollar amount which is less than the

aggregate amount of payroll deductions made by such Participant pursuant to § 8, and any such amended Authorization shall be effective only if such Participant is an Eligible Employee on such Purchase Date.

(c) Automatic Refund . If a Participant's Account has a remaining balance after his or her option has been exercised as of a Purchase Date under this § 10, such balance automatically shall be refunded to the Participant in cash (without interest) as soon as practicable following such Purchase Date.

11. Delivery of Shares

(a) Registration of Shares . Shares of Stock purchased upon the exercise of an option under the Plan may be registered in book entry form or represented in certificate form and shall be held for, or at the Participant's direction and expense, delivered to the Participant and shall be registered in (1) his or her name or, if the Participant so directs on his or her Authorization filed with the Administrator on or before the Purchase Date for such option and if permissible under applicable law, (2) the names of the Participant and one such other person as may be designated by the Participant, as joint tenants with rights of survivorship; provided, however, WestRock shall not have any obligation to deliver a certificate to a Participant which represents a fractional share of Stock. No Participant (or any person who makes a claim through a Participant) shall have any interest in any shares of Stock subject to an option until such option has been exercised and the related shares of Stock actually have been delivered to such person or have been transferred to an account for such person at a broker-dealer designated by the Administrator.

(b) Limitation on Transfers . Shares of Stock acquired under the Plan may not be sold or transferred, other than by will or laws of descent and distribution or to joint ownership with a Participant's spouse, for a period of 6 months following the Purchase Date on which such shares were acquired. The foregoing restriction on resales does not apply to shares of Stock acquired through the reinvestment of dividends.

12. Voluntary Account Withdrawal

A Participant may elect to withdraw the entire balance credited to his or her Account for a Purchase Period by completing in writing and filing an amended Authorization with the Administrator on or before the Purchase Date for such period. If a Participant makes such a withdrawal election, such balance shall be paid to him or her in cash (without interest) as soon as practicable after such amended Authorization is filed, and no further payroll deductions shall be made on his or her behalf for the remainder of such Purchase Period. If a Participant dies on or before a Purchase Date and the Administrator has timely notice of his or her death, the Administrator shall deem such Participant to have elected to withdraw the entire balance credited to his or her Account under this § 12.

13. Termination of Employment

If a Participant's employment as an Eligible Employee terminates on or before the Purchase Date for a Purchase Period for any reason whatsoever, his or her Account shall be distributed in cash as soon as practicable as if he or she had elected to withdraw his or her Account under § 12 immediately before the date his or her employment terminated. However, if a Participant is transferred directly between WestRock and a Designated Subsidiary or between one Designated Subsidiary and another Designated Subsidiary while he or she has an Authorization in effect, his or her employment shall not be treated as terminated merely by reason of such transfer and any such Authorization shall (subject to all the terms and conditions of the Plan) remain in effect after such transfer.

14. Transferability

Neither the balance credited to a Participant's Account nor any rights to the exercise of an option or to receive shares of Stock under the Plan may be assigned, encumbered, alienated, transferred, pledged, or otherwise disposed of in any way by a Participant during his or her lifetime or by any other person during his or her lifetime, and any attempt to do so shall be without effect; provided, however, that the Administrator in its absolute discretion may treat any such action as an election by a Participant to withdraw the balance credited to his or her Account in accordance with § 12.

15. Adjustment

The number of shares of Stock covered by outstanding options granted pursuant to the Plan and the related Purchase Price and the number of shares of Stock available under the Plan shall be adjusted by the Board in an equitable manner to reflect any change in the capitalization of WestRock, including, but not limited to such changes as dividends paid in the form of Stock or Stock splits. Furthermore, the Board shall adjust (in a manner which satisfies the requirements of § 424(a) of the Code) the number of shares of Stock available under the Plan and the number of shares of Stock covered by options granted under the Plan and the related Option Prices in the event of any corporate transaction described in § 424(a) of the Code. Any such adjustment under this § 15 may create fractional shares of Stock or a right to acquire a fractional share. An adjustment made under this § 15 by the Board shall be conclusive and binding on all affected persons.

16. Amendment or Termination

This Plan may be amended by the Board from time to time to the extent that the Board deems necessary or appropriate in light of, and consistent with, § 423 of the Code and the laws of the State of Delaware, and any such amendment shall be subject to the approval of WestRock's stockholders to the extent such approval is required under § 423 of the Code or the laws of the State of Delaware or to the extent such approval is required under applicable law or stock exchange listing requirements. The Board also may terminate the Plan or any Offering made under the Plan at any time.

17. Notices

All Authorizations and other communications from a Participant to the Administrator under, or in connection with, the Plan shall be deemed to have been filed with the Administrator when actually received in the form specified by the Administrator at the location, or by the person, designated by the Administrator for the receipt of such Authorizations and communications.

18. Employment

No offer under the Plan shall constitute an offer of employment, and no acceptance of an offer under the Plan shall constitute an employment agreement. Any such offer or acceptance shall have no bearing whatsoever on the employment relationship between any Eligible Employee and WestRock or any subsidiary of WestRock, including a Designated Subsidiary. Finally, no Eligible Employee shall be induced to participate in the Plan by the expectation of employment or continued employment.

19. Headings, References and Construction

The headings to sections in the Plan have been included for convenience of reference only. Except as otherwise expressly indicated, all references to sections (§) in the Plan shall be to sections (§) of the Plan. This Plan shall be interpreted and construed in accordance with the laws of the State of Delaware.

Exhibit 10.2

WESTROCK COMPANY

2016 INCENTIVE STOCK PLAN

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§ 1.
BACKGROUND AND PURPOSE

The purpose of this Plan is to promote the interest of the Company by authorizing the Committee to grant Options and Stock Appreciation Rights and to make Stock Grants, Stock Unit Grants and Cash Bonus Incentives to Eligible Employees and Eligible Directors in order (1) to attract and retain Eligible Employees and Eligible Directors, (2) to provide an additional incentive to each Eligible Employee or Eligible Director to work to increase the value of Stock and (3) to provide each Eligible Employee or Eligible Director with a stake in the future of the Company which corresponds to the stake of each of the Company's shareholders.

§ 2.
DEFINITIONS

2.1 Affiliate -- means any organization (other than a Subsidiary) that would be treated as under common control with the Company under § 414(c) of the Code if "50 percent" were substituted for "80 percent" in the income tax regulations under § 414(c) of the Code.

2.2 Board -- means the Board of Directors of the Company.

2.3 Cash Bonus Incentive -- means a cash bonus incentive granted under Section 9.5.

2.4 Cash Bonus Incentive Certificate -- means the certificate (whether in electronic or written form) which sets forth the terms and conditions of a Cash Bonus Incentive granted under this Plan.

2.5 Change Effective Date -- means either the date which includes the "closing" of the transaction which makes a Change in Control effective if the Change in Control is made effective through a transaction which has a "closing" or the date a Change in Control is reported in accordance with applicable law as effective to the Securities and Exchange Commission if the Change in Control is made effective other than through a transaction which has a "closing".

2.6 Change in Control -- means a change in control of the Company of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the 1934 Act as in effect at the time of such "change in control", provided that a change in control shall in all events be deemed to have occurred at such time as

(a) any "person" (as that term is used in Sections 13(d) and 14(d)(2) of the 1934 Act), is or becomes the beneficial owner (as defined in Rule 13d-3 under the 1934 Act) directly or indirectly, of securities representing 20% or more of the combined voting power for election of directors of the then outstanding securities of the Company or any successor to the Company;

(b) during any period of two consecutive years or less, individuals who at the beginning of such period constitute the Board cease, for any reason, to constitute at least a majority of the Board, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period;

(c) the consummation of any reorganization, merger, consolidation or share exchange which results in the common stock of the Company being changed, converted or exchanged into or for securities of another corporation (other than a merger with a wholly-owned subsidiary of the Company) or any dissolution or liquidation of the Company or any sale or the disposition of 50% or more of the assets or business of the Company; or

(d) the consummation of any reorganization, merger, consolidation or share exchange unless (A) the persons who were the beneficial owners of the outstanding shares of the common stock of the Company immediately before the consummation of such transaction beneficially own more than 50% of the outstanding shares of the common stock of the successor or survivor corporation in such transaction immediately following the consummation of such transaction and (B) the number of shares of the common stock of such successor or survivor corporation beneficially owned by the persons described in § 2.4(d)(A) immediately following the consummation of such transaction is beneficially owned by each such person in substantially the same proportion that each such person had beneficially owned shares of the Company common stock immediately before the consummation of such transaction, provided (C) the percentage described in § 2.4(d)(A) of the beneficially owned shares of the successor or survivor corporation and the number described in § 2.4 (d)(B) of the beneficially owned shares of the successor or survivor corporation shall be determined exclusively by reference to the shares of the successor or survivor corporation which result from the beneficial ownership of shares of common stock of the Company by the persons described in § 2.4(d)(A) immediately before the consummation of such transaction.

2.7 Code -- means the Internal Revenue Code of 1986, as amended.

2.8 Committee -- means a committee of the Board which shall have at least 2 members, each of whom shall be appointed by and shall serve at the pleasure of the Board and shall come within the definition of a “non-employee director” under Rule 16b-3 and an “outside director” under § 162(m) of the Code.

2.9 Company -- means WestRock Company and any successor to WestRock Company.

2.10 Eligible Director -- means any member of the Board who is not an employee of the Company or a Parent or Subsidiary or affiliate (as such term is defined in Rule 405 of the 1933 Act) of the Company.

2.11 Eligible Employee -- means an employee of the Company or any Subsidiary or Parent or Affiliate to whom the Committee decides for reasons sufficient to the Committee to make a grant under this Plan. For purposes of the Plan, an employee of any single-member limited liability company that is disregarded as a separate entity for federal income tax purposes will be considered to be employed by the entity that owns such limited liability company.

2.12 Fair Market Value -- means, as of any date on which the fair market value of the stock is to be determined, either (a) the closing price on such date for a share of Stock as reported on the New York Stock Exchange or other national exchange on which the Shares are then traded, or, if no such closing price is available on such date, (b) such closing price for the immediately preceding business day, or, if no such closing price or if no such price quotation is available, (c) the price which the Committee acting in good faith determines through any reasonable valuation method that a share of Stock might change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of the relevant facts.

2.13 ISO -- means an option granted under this Plan to purchase Stock which is intended to satisfy the requirements of an “incentive stock option” under § 422 of the Code.

2.14 1933 Act -- means the Securities Act of 1933, as amended.

2.15 1934 Act -- means the Securities Exchange Act of 1934, as amended.

2.16 Non-ISO -- means an option granted under this Plan to purchase Stock which is not intended to satisfy the requirements of § 422 of the Code.

2.17 Option -- means an ISO or a Non-ISO which is granted under § 7.

2.18 Option Certificate -- means the certificate (whether in electronic or written form) which sets forth the terms and conditions of an Option granted under this Plan.

2.19 Option Price -- means the price which shall be paid to purchase one share of Stock upon the exercise of an Option granted under this Plan.

2.20 Parent -- means any corporation which is a parent corporation (within the meaning of § 424(e) of the Code) of the Company.

2.21 Plan -- means this WestRock Company 2016 Incentive Stock Plan as effective as of the date approved by the shareholders of the Company and as amended from time to time thereafter.

2.22 Rule 16b-3 -- means the exemption under Rule 16b-3 to Section 16(b) of the 1934 Act or any successor to such rule.

2.23 SAR Value -- means the value assigned by the Committee to a share of Stock in connection with the grant of a Stock Appreciation Right under § 8.

2.24 Stock -- means the common stock at par value $ .01 per share, of the Company.

2.25 Stock Appreciation Right -- means a right which is granted under § 8 to receive a payment equal to the appreciation in a share of Stock from the date of grant.

2.26 Stock Appreciation Right Certificate -- means the certificate (whether in electronic or written form) which sets forth the terms and conditions of a Stock Appreciation Right which is not granted as part of an Option.

2.27 Stock Grant -- means a grant under § 9 which is designed to result in the issuance of the number of shares of Stock described in such grant rather than a payment in cash based on the Fair Market Value of such shares of Stock.

2.28 Stock Grant Certificate -- means the certificate (whether in electronic or written form) which sets forth the terms and conditions of a Stock Grant or a Stock Unit Grant.

2.29 Stock Unit Grant -- means a grant under § 9 which is designed to result in the payment of cash based on the Fair Market Value of the number of shares of Stock described in such grant rather than the issuance of the number of shares of Stock described in such grant.

2.30 Subsidiary -- means a corporation which is a subsidiary corporation (within the meaning of § 424(f) of the Code) of the Company. For purposes of the Plan, a “corporation” includes any noncorporate entity that is treated as a corporation under §7701 of the Code.

2.31 Ten Percent Shareholder -- means a person who owns (after taking into account the attribution rules of § 424(d) of the Code) more than ten percent of the total combined voting power of all classes of stock of either the Company, a Subsidiary or Parent.

§ 3.
SHARES AND GRANT LIMITS

3.1 Shares Reserved . There shall (subject to § 13) be reserved for issuance under this Plan 9,600,000 shares of Stock.

3.2 Source of Shares . The shares of Stock described in § 3.1 shall be reserved to the extent that the Company deems appropriate from authorized but unissued shares of Stock and from shares of Stock which have been reacquired by the Company. All shares of Stock described in § 3.1 shall remain available for issuance under this Plan until issued pursuant to the exercise of an Option or a Stock Appreciation Right or issued pursuant to a Stock Grant, and any such shares of stock which are issued pursuant to an Option, a Stock Appreciation Right or a Stock Grant which are forfeited thereafter shall again become available for issuance under this Plan. If the Option Price under an Option is paid in whole or in part in shares of Stock, if shares of Stock are tendered to or withheld by the Company in satisfaction of any condition to a Stock Grant, if shares of Stock are tendered to or withheld by the Company to satisfy any tax withholding under § 16.3, such shares thereafter shall not become available for future grants under this Plan. Finally, if shares are issued or cash is paid pursuant to the exercise of a Stock Appreciation Right, the number of shares deemed issued upon such exercise for purposes of this § 3.2 shall be the full number of shares with respect to which appreciation is measured under the exercised Stock Appreciation Right.

3.3 Use of Proceeds . The proceeds which the Company receives from the sale of any shares of Stock under this Plan shall be used for general corporate purposes and shall be added to the general funds of the Company.

3.4 Grant Limits . No Eligible Employee or Eligible Director in any calendar year shall be granted an Option to purchase (subject to § 13) more than 750,000 shares of Stock or a Stock Appreciation Right based on the appreciation with respect to (subject to § 13) more than 750,000 shares of Stock, and no Stock Grant or Stock Unit Grant shall be made to any Eligible Employee or Eligible Director in any calendar year where the Fair Market Value of the Stock subject to such grant on the date of the grant exceeds $15,000,000. If the Committee pays a cash bonus to an Eligible Employee or Eligible Director pursuant to a Cash Bonus Incentive granted under § 9.5(a), such cash bonus paid in any calendar year to any individual shall not exceed $15,000,000. The number of shares of Stock issuable under ISOs shall not exceed the number of shares set forth in Section 3.1.

§ 4.
EFFECTIVE DATE

The effective date of this Plan shall be the date the shareholders of the Company (acting at a duly called meeting of such shareholders) approve the adoption of this Plan.

§ 5.
COMMITTEE

This Plan shall be administered by the Committee. The Committee acting in its absolute discretion shall exercise such powers and take such action as expressly called for under this Plan and, further, the Committee shall have the power to interpret this Plan and (subject to § 14 and § 15 and Rule 16b-3) to take such other action in the administration and operation of this Plan as the Committee deems equitable under the circumstances, which action shall be binding on the Company, on each affected Eligible Employee or Eligible Director and on each other person directly or indirectly affected by such action. Furthermore, the Committee as a condition to making any grant under this Plan to any Eligible Employee or Eligible Director shall have the right to require him or her to execute an agreement which makes the Eligible Employee or Eligible Director subject to non-competition provisions and other restrictive covenants which run in favor of the Company. Subject to the limitations of the Delaware Corporation Law, the Committee may delegate its authority under the Plan to one or more officers of the Company.

§ 6.
ELIGIBILITY

Only Eligible Employees who are employed by the Company or a Subsidiary or Parent shall be eligible for the grant of ISOs under this Plan. All Eligible Employees and all Eligible Directors shall be eligible for the grant of Non-ISOs and Stock Appreciation Rights and for Stock Grants, Stock Unit Grants and Cash Bonus Incentives under this Plan.

§ 7.
OPTIONS

7.1 Committee Action . The Committee acting in its absolute discretion shall have the right to grant Options to Eligible Employees and to Eligible Directors under this Plan from time to time to purchase shares of Stock, but the Committee shall not (subject to § 13) take any action, whether through amendment, cancellation, replacement grants, or any other means, to reduce the Option Price of any outstanding Options absent approval of the Company's shareholders or to effect a cash buyout of any outstanding Option which has an Option Price per share in excess of the then Fair Market Value per share. Each grant of an Option to an Eligible Employee or Eligible Director shall be evidenced by an Option Certificate, and each Option Certificate shall set forth whether the Option is an ISO or a Non-ISO and shall set forth such other terms and conditions of such grant as the Committee acting in its absolute discretion deems consistent with the terms of this Plan; however, (a) if the Committee grants an ISO and a Non-ISO to an Eligible Employee on the same date, the right of the Eligible Employee to exercise the ISO shall not be conditioned on his or her failure to exercise the Non-ISO and (b) if the only condition to exercise of the Option is the completion of a period of service, such period of service shall be no less than the one (1) year period which starts on the date as of which the Option is granted unless the Committee determines

that a shorter period of service (or no period of service) better serves the Company's interest.

7.2 $100,000 Limit. No Option shall be treated as an ISO to the extent that the aggregate Fair Market Value of the Stock subject to the Option which would first become exercisable in any calendar year exceeds $100,000. Any such excess shall instead automatically be treated as a Non-ISO. The Committee shall interpret and administer the ISO limitation set forth in this § 7.2 in accordance with § 422(d) of the Code, and the Committee shall treat this § 7.2 as in effect only for those periods for which § 422(d) of the Code is in effect.

7.3 Option Price. The Option Price for each share of Stock subject to an Option shall be no less than the Fair Market Value of a share of Stock on the date the Option is granted; provided, however, if the Option is an ISO granted to an Eligible Employee who is a Ten Percent Shareholder, the Option Price for each share of Stock subject to such ISO shall be no less than 110% of the Fair Market Value of a share of Stock on the date such ISO is granted.

7.4 Payment. The Option Price shall be payable in full upon the exercise of any Option and, at the discretion of the Committee, an Option Certificate can provide for the payment of the Option Price either (a) in cash, or (b) by check, or (c) in Stock which is acceptable to the Committee, or (d) through any cashless exercise procedure which is effected by an unrelated broker through a sale of Stock in the open market and which is acceptable to the Committee, or (e) through any cashless exercise procedure which is acceptable to the Committee, or (f) in any combination of such forms of payment. Any payment made in Stock shall be treated as equal to the Fair Market Value of such Stock on the date the certificate for such Stock (or proper evidence of such certificate) is presented to the Committee or its delegate in such form as acceptable to the Committee. Any method for the payment of the Option Price permitted pursuant to this § 7.4 may be used for the payment of any withholding requirements under § 16.3. Each Option Certificate shall be deemed to include the right to pay the Option Price in accordance with the procedure described in § 7.4(c) or § 7.4(e).

7.5 Exercise.

(a) Exercise Period. Each Option granted under this Plan shall be exercisable in whole or in part at such time or times as set forth in the related Option Certificate, but no Option Certificate shall make an Option exercisable on or after the earlier of

(1) the date which is the fifth anniversary of the date the Option is granted, if the Option is an ISO and the Eligible Employee is a Ten Percent Shareholder on the date the Option is granted, or

(2) the date which is the tenth anniversary of the date the Option is granted, if the Option is (a) a Non-ISO or (b) an ISO which is granted to an Eligible Employee who is not a Ten Percent Shareholder on the date the Option is granted.

(b) Termination of Status as Eligible Employee or Eligible Director . Subject to § 7.5(a), an Option Certificate may provide for the exercise of an Option after an Eligible Employee's or an Eligible Director's status as such has terminated for any reason whatsoever, including death or disability.

§ 8.
STOCK APPRECIATION RIGHTS

8.1 Committee Action . The Committee acting in its absolute discretion shall have the right to grant Stock Appreciation Rights to Eligible Employees and to Eligible Directors under this Plan from time to time, but the Committee shall not (subject to § 13) take any action, whether through amendment, cancellation, replacement grants, or any other means, to reduce the SAR Value of any outstanding Stock Appreciation Rights absent approval of the Company's shareholders or to effect a cash buyout of any outstanding Stock Appreciation Rights which has an SAR Value per share in excess of the then Fair Market Value per share of Stock on which the right to appreciation is based. Each Stock Appreciation Right grant shall be evidenced by a Stock Appreciation Right Certificate or, if such Stock Appreciation Right is granted as part of an Option, shall be evidenced by the Option Certificate for the related Option.

8.2 Terms and Conditions .

(a) Stock Appreciation Right Certificate . If a Stock Appreciation Right is granted independent of an Option, such Stock Appreciation Right shall be evidenced by a Stock Appreciation Right Certificate, and such certificate shall set forth the number of shares of Stock on which the Eligible Employee's or Eligible Director's right to appreciation shall be based and the SAR Value of each share of Stock. Such SAR Value shall be no less than the Fair Market Value of a share of Stock on the date that the Stock Appreciation Right is granted. The Stock Appreciation Right Certificate shall set forth such other terms and conditions for the exercise of the Stock Appreciation Right as the Committee deems appropriate under the circumstances, but no Stock Appreciation Right Certificate shall make a Stock Appreciation Right exercisable on or after the date which is the tenth anniversary of the date such Stock Appreciation Right is granted.

(b) Option Certificate . If a Stock Appreciation Right is granted together with an Option, such Stock Appreciation Right shall be evidenced by an Option Certificate, the number of shares of Stock on which the Eligible Employee's or Eligible Director's right to appreciation shall be based shall be the same as the number of shares of Stock subject to the related Option, and the SAR Value for each such share of Stock shall be no less than the Option Price under the related Option. Each such Option Certificate shall provide that the exercise of the Stock Appreciation Right with respect to any share of Stock shall cancel the Eligible Employee's or Eligible Director's right to exercise his or her Option with respect to such share and, conversely, that the exercise of the Option with respect to any share of Stock shall cancel the Eligible Employee's or Eligible Director's right to exercise his or her Stock Appreciation Right with respect to such share. A Stock Appreciation Right which is granted as part of an Option shall be exercisable only while the related Option is exercisable. The Option Certificate shall set forth such other terms and conditions for the exercise of the Stock Appreciation Right as the Committee deems appropriate under the circumstances.

(c) Minimum Period of Service . If the only condition to exercise of a Stock Appreciation Right is the completion of a period of service, such period of service shall be no less than the one (1) year period which starts on the date as of which the Stock Appreciation Right is granted unless the Committee determines that a shorter period of service (or no period of service) better serves the Company's interest.

8.3 Exercise . A Stock Appreciation Right shall be exercisable only when the Fair Market Value of a share of Stock on which the right to appreciation is based exceeds the SAR Value for such share, and the payment due on exercise shall be based on such excess with respect to the number of shares of Stock to which the exercise relates. An Eligible Employee or Eligible Director upon the exercise of his or her Stock Appreciation Right shall receive a payment from the Company in cash or in Stock issued under this Plan, or in a combination of cash and Stock, and the number of shares of Stock issued shall be based on the Fair Market Value of a share of Stock on the date the Stock Appreciation Right is exercised. The Committee acting in its absolute discretion shall have the right to determine the form and time of any payment under this § 8.3.

§ 9.
STOCK GRANTS

9.1 Committee Action . The Committee acting in its absolute discretion shall have the right to make Stock Grants and Stock Unit Grants to Eligible Employees and to Eligible Directors. Each Stock Grant and each Stock Unit Grant shall be

evidenced by a Stock Grant Certificate, and each Stock Grant Certificate shall set forth the conditions, if any, under which Stock will be issued under the Stock Grant or cash will be paid under the Stock Unit Grant and the conditions under which the Eligible Employee's or Eligible Director's interest in any Stock which has been issued will become non-forfeitable. As determined by the Committee, a Stock Grant may result in either (a) an immediate transfer of shares of Stock to Eligible Employee or Eligible Director under Section 9.2(b), subject to the requirement that such shares be returned to the Company upon any conditions imposed by the Committee, or (b) a transfer of shares of Stock only upon the satisfaction of any conditions imposed by the Committee pursuant to Section 9.2(a).

9.2 Conditions .

(a) Conditions to Issuance of Stock . The Committee acting in its absolute discretion may make the issuance of Stock under a Stock Grant subject to the satisfaction of one or more condition which the Committee deems appropriate under the circumstances for Eligible Employees or Eligible Directors generally or for an Eligible Employee or an Eligible Director in particular, and the related Stock Grant Certificate shall set forth each such condition and the deadline for satisfying each such condition. Stock subject to such a Stock Grant shall be issued in the name of an Eligible Employee or Eligible Director only after each such condition, if any, has been timely satisfied, and any Stock which is so issued shall be held by the Company pending the satisfaction of the forfeiture conditions, if any, under § 9.2(b) for the related Stock Grant.

(b) Conditions on Forfeiture of Stock or Cash Payment . The Committee acting in its absolute discretion may make any cash payment due under a Stock Unit Grant or Stock issued in the name of an Eligible Employee or Eligible Director under a Stock Grant non-forfeitable only upon the satisfaction of one or more objective employment, performance or other condition that the Committee acting in its absolute discretion deems appropriate under the circumstances for Eligible Employees or Eligible Directors generally or for an Eligible Employee or an Eligible Director in particular, and the related Stock Grant Certificate shall set forth each such condition, if any, and the deadline, if any, for satisfying each such condition. An Eligible Employee's or an Eligible Director's non-forfeitable interest in the shares of Stock underlying a Stock Grant or the cash payable under a Stock Unit Grant shall depend on the extent to which he or she timely satisfies each such condition. If a share of Stock is issued under this § 9.2(b) before an Eligible Employee's or Eligible Director's interest in such share of Stock becomes non-forfeitable, (1) such share of Stock shall not be available for re-issuance under § 3 until such time, if any, as such share of Stock thereafter is forfeited as a result of a failure to timely

satisfy a forfeiture condition and (2) the Company shall have the right to condition any such issuance on the Eligible Employee or Eligible Director first signing an irrevocable stock power in favor of the Company with respect to the forfeitable shares of Stock issued to such Eligible Employee or Eligible Director in order for the Company to effect any forfeiture called for under the related Stock Grant Certificate.

(c) Minimum Period of Service . If the only condition to the forfeiture of a Stock Grant or a Stock Unit Grant is the completion of a period of service, such period of service shall be no less than the three (3) year period which starts on the date as of which the Stock Grant or Stock Unit Grant is made unless the Committee determines that a shorter period of service (or no period of service) better serves the Company's interest.

9.3 Dividends, Voting Rights and Creditor Status .

(a) Cash Dividends . To the extent set forth in a Stock Grant Certificate, if a dividend is paid in cash on a share of Stock after such Stock has been issued under a Stock Grant but before the first date that an Eligible Employee's or an Eligible Director's interest in such Stock (1) is forfeited completely or (2) becomes completely non-forfeitable, the Company shall pay such cash dividend directly to such Eligible Employee or Eligible Director. In the case of a Stock Award providing for the transfer of Stock only upon the satisfaction of conditions imposed by the Committee, the Stock Grant Certificate may provide that the number of shares subject to the Stock Grant shall be automatically increased by the number of Shares that could be purchased with the dividends paid on an equivalent number of outstanding Shares.

(b) Stock Dividends . If a dividend is paid on a share of Stock in Stock after such Stock has been issued under a Stock Grant but before the first date that an Eligible Employee's or an Eligible Director's interest in such Stock (1) is forfeited completely or (2) becomes completely non-forfeitable, the Company shall hold such dividend Stock subject to the same conditions under § 9.2(b) as the related Stock Grant.

(c) Other . If a dividend (other than a dividend described in § 9.3(a) or § 9.3(b)) is paid with respect to a share of Stock after such Stock has been issued under a Stock Grant but before the first date that an Eligible Employee's or an Eligible Director's interest in such Stock (1) is forfeited completely or (2) becomes completely non-forfeitable, the Company shall distribute or hold such dividend in

accordance with such rules as the Committee shall adopt with respect to each such dividend.

(d) Voting . Except as otherwise set forth in a Stock Grant Certificate, an Eligible Employee or an Eligible Director shall have the right to vote the Stock issued under his or her Stock Grant during the period which comes after such Stock has been issued under a Stock Grant but before the first date that an Eligible Employee's or Eligible Director's interest in such Stock (1) is forfeited completely or (2) becomes completely non-forfeitable.

(e) General Creditor Status . Each Eligible Employee and each Eligible Director to whom a Stock Unit grant is made shall be no more than a general and unsecured creditor of the Company with respect to any cash payable under such Stock Unit Grant.

9.4 Satisfaction of Forfeiture Conditions . A share of Stock shall cease to be subject to a Stock Grant at such time as an Eligible Employee's or an Eligible Director's interest in such Stock becomes non-forfeitable under this Plan and the Stock Grant Certificate, and the certificate or other evidence of ownership representing such share shall be transferred to the Eligible Employee or Eligible Director as soon as practicable thereafter.

9.5 Performance-Based Grants and Cash Bonus Incentives .

(a) General . The Committee may make Stock Grants and Stock Unit Grants and grant Cash Bonus Incentives to Eligible Employees subject to one or more performance goals described in § 9.5(b) which is intended to result in the Stock Grant or Stock Unit Grant or Cash Bonus Incentive qualifying as "performance-based compensation" under § 162(m) of the Code or (2) make Stock Grants or Stock Unit Grants or grant Cash Bonus Incentives under such other circumstances as the Committee deems likely to result in an income tax deduction for the Company with respect to such Stock Grant or Stock Unit Grant or Cash Bonus Incentive. Each grant of a Cash Bonus Incentive to an Eligible Employee or Eligible Director shall be evidenced by a Cash Bonus Incentive Certificate. To the extent that a Stock Grant, Stock Unit Grant or Cash Bonus Incentive is intended to qualify as performance-based compensation for purposes of § 162(m) of the Code, such award shall be granted and administered in accordance with the requirements of the applicable regulations under § 162(m) of the Code, including the time period for establishing the performance goals and the requirement that the Committee certify that the performance goals have been attained before any payment is made.

(b) Performance Goals . A performance goal is described in this § 9.5(b) if such goal relates to (1) return over capital costs or increases in return over capital costs, (2) return on invested capital or increases in return on invested capital, (3) operating performance or operating performance improvement, (4) safety record, (5) customer satisfaction or customer engagement surveys, (6) total earnings or the growth in such earnings, (7) consolidated earnings or the growth in such earnings, (8) earnings per share or the growth in such earnings, (9) net earnings or income or the growth in such earnings or income, (10) earnings before interest expense, taxes, depreciation, amortization and other non-cash items or the growth in such earnings, (11) earnings before interest and taxes or the growth in such earnings, (12) consolidated net income or the growth in such income, (13) the value of the Company's common stock or the growth in such value, (14) the Company's stock price or the growth in such price, (15) the weight or volume of paperboard or containerboard produced or converted, (16) return on assets or the growth on such return, (17) cash flow or the growth in such cash flow, (18) the Company's total shareholder return or the growth in such return, (19) expenses or the reduction of such expenses, (20) sales or sales growth; (21) overhead ratios or changes in such ratios, (22) expense-to-sales ratios or the changes in such ratios, or (23) economic value added or changes in such value added. The performance goals for the participants will (as the Committee deems appropriate) be based on criteria related to Company-wide performance, division-specific or other business unit-specific performance (where the Committee can apply the business criteria on such basis), plant or facility-specific performance, department-specific performance, personal goal performance or any combination of the performance-based goals or criteria.

(c) Alternative Goals . A performance goal under this § 9.5 may be set in any manner determined by the Committee, including looking to achievement on an absolute or relative basis in relation to peer groups or indexes. Further, the Committee may express any goal in alternatives, or in a range of alternatives, as the Committee deems appropriate or helpful, such as including or excluding (1) any acquisitions or dispositions, restructurings, discontinued operations, extraordinary items, and other unusual or non-recurring charges, (2) any event either not directly related to the operations of the Company or not within the reasonable control of the Company's management, or (3) the effects of tax or accounting changes in accordance with U.S. generally accepted accounting principles.

§ 10.
NON-TRANSFERABILITY

No Option, Stock Grant, Stock Unit Grant, Stock Appreciation Right or Cash Bonus Incentive shall (absent the Committee's consent) be transferable by an Eligible Employee or an Eligible Director other than by will or by the laws of descent and distribution, and any Option or Stock Appreciation Right shall (absent the Committee's consent) be exercisable during an Eligible Employee's or Eligible Director's lifetime only by the Eligible Employee or Eligible Director. The person or persons to whom an Option, Stock Grant, Stock Unit Grant, Stock Appreciation Right or Cash Bonus Incentive is transferred by will or by the laws of descent and distribution (or with the Committee's consent) thereafter shall be treated as the Eligible Employee or Eligible Director.

§ 11.
SECURITIES REGISTRATION

As a condition to the receipt of shares of Stock under this Plan, the Eligible Employee or Eligible Director shall, if so requested by the Company, agree to hold such shares of Stock for investment and not with a view of resale or distribution to the public and, if so requested by the Company, shall deliver to the Company a written statement satisfactory to the Company to that effect. Furthermore, if so requested by the Company, the Eligible Employee or Eligible Director shall make a written representation to the Company that he or she will not sell or offer for sale any of such Stock unless a registration statement shall be in effect with respect to such Stock under the 1933 Act and any applicable state securities law or he or she shall have furnished to the Company an opinion in form and substance satisfactory to the Company of legal counsel satisfactory to the Company that such registration is not required. Certificates or other evidence of ownership representing the Stock transferred upon the exercise of an Option or Stock Appreciation Right or upon the lapse of the forfeiture conditions, if any, on any Stock Grant may at the discretion of the Company bear a legend to the effect that such Stock has not been registered under the 1933 Act or any applicable state securities law and that such Stock cannot be sold or offered for sale in the absence of an effective registration statement as to such Stock under the 1933 Act and any applicable state securities law or an opinion in form and substance satisfactory to the Company of legal counsel satisfactory to the Company that such registration is not required.

§ 12.
LIFE OF PLAN

No Option or Stock Appreciation Right shall be granted or Stock Grant, Stock Unit Grant or Cash Bonus Incentive made under this Plan on or after the earlier of:

(1) the tenth anniversary of the effective date of this Plan (as determined under § 4), in which event this Plan otherwise

thereafter shall continue in effect until all outstanding Options, Stock Appreciation Rights and Cash Bonus Incentives have been exercised in full or no longer are exercisable and all Stock issued under any Stock Grants under this Plan have been forfeited or have become non-forfeitable, or

(2) the date on which all of the Stock reserved under § 3 has (as a result of the exercise of Options or Stock Appreciation Rights granted under this Plan or the satisfaction of the forfeiture conditions, if any, on Stock Grants) been issued or no longer is available for use under this Plan, in which event this Plan also shall terminate on such date.

§ 13. ADJUSTMENT

13.1 Capital Structure . The grant caps described in § 3.4, the number, kind or class (or any combination thereof) of shares of Stock subject to outstanding Options and Stock Appreciation Rights granted under this Plan and the Option Price of such Options and the SAR Value of such Stock Appreciation Rights as well as the number, kind or class (or any combination thereof) of shares of Stock subject to outstanding Stock Grants and Stock Unit Grants made under this Plan shall be adjusted by the Committee in a reasonable and equitable manner to preserve immediately after

(a) any equity restructuring or change in the capitalization of the Company, including, but not limited to, spin offs, stock dividends, large non-reoccurring dividends, rights offerings or stock splits, or

(b) any other transaction described in § 424(a) of the Code which does not constitute a Change in Control of the Company

the aggregate intrinsic value of each such outstanding Option, Stock Appreciation Right, Stock Grant and Stock Unit Grant immediately before such restructuring or recapitalization or other transaction.

13.2 Available Shares . If any adjustment is made with respect to any outstanding Option, Stock Appreciation Right, Stock Grant or Stock Unit Grant under § 13.1, then the Committee shall adjust the number, kind or class (or any combination thereof) of shares of Stock reserved under § 3.1 so that there is a sufficient number, kind and class of shares of Stock available for issuance pursuant to each such Option, Stock Appreciation Right, Stock Grant and Stock Unit Grant as adjusted under § 13.1 without seeking the approval of the Company's shareholders for such adjustment unless such approval is required under applicable law or the rules of the stock exchange on which shares of Stock are traded. Furthermore, the Committee shall adjust such number, kind or class (or any combination thereof) of shares of Stock reserved under § 3.1 in light of any of the events described in § 13.1(a) and § 13.1(b) to the extent the

Committee acting in good faith determinates that a further adjustment would be appropriate and proper under the circumstances and in keeping with the purposes of this Plan without seeking the approval of the Company's shareholders for such adjustment unless such approval is required under applicable law or the rules of the stock exchange on which shares of Stock are traded.

13.3 Transactions Described in § 424 of the Code . If there is a corporate transaction described in § 424(a) of the Code which does not constitute a Change in Control of the Company, the Committee as part of any such transaction shall have the right to make Stock Grants, Stock Unit Grants and Option and Stock Appreciation Right grants (without regard to any limitations set forth under 3.4 of this Plan) to effect the assumption of, or the substitution for, outstanding stock grants, stock unit grants and option and stock appreciation right grants previously made by any other corporation to the extent that such corporate transaction calls for such substitution or assumption of such outstanding stock grants, stock unit grants and stock option and stock appreciation right grants. Furthermore, if the Committee makes any such grants as part of any such transaction, the Committee shall have the right to increase the number of shares of Stock available for issuance under § 3.1 by the number of shares of Stock subject to such grants without seeking the approval of the Company's shareholders for such adjustment unless such approval is required under applicable law or the rules of the stock exchange on which shares of Stock are traded.

13.4 Fractional Shares . If any adjustment under this § 13 would create a fractional share of Stock or a right to acquire a fractional share of Stock under any Option, Stock Appreciation Right or Stock Grant, such fractional share shall be disregarded and the number of shares of Stock reserved under this Plan and the number subject to any Options or Stock Appreciation Right grants and Stock Grants shall be the next lower number of shares of Stock, rounding all fractions downward. An adjustment made under this § 13 by the Committee shall be conclusive and binding on all affected persons.

§ 14.
CHANGE IN CONTROL

14.1 General Rules .

(a) Continuation or Assumption . If as a part of a Change in Control there is a continuation by the Company of, or an assumption by the Company's successor of, an outstanding Cash Bonus Incentive, Option, Stock Appreciation Right, Stock Grant or Stock Unit Grant, then (subject to § 14.1(c) and § 14.2) each Eligible Employee's rights and each Eligible Director's rights with respect to each such then outstanding grant under this Plan which is so continued or assumed shall vest in accordance with any service-based vesting schedule set forth in the terms of such grant unless the Eligible Employee's employment or the Eligible Director's service is terminated other than for "cause" or he or she resigns for "good

reason" before he or she has the opportunity to satisfy such service requirement, in which event his or her interest in such grant shall vest 100% at the time of such termination. The terms "cause" and "good reason" shall be defined in the related Cash Bonus Incentive Certificate, Option Certificate, Stock Appreciation Right Certificate or Stock Grant Certificate.

(b) No Continuation or Assumption . If as a part of a Change in Control there is no continuation or assumption of an outstanding Cash Bonus Incentive, Option, Stock Appreciation Right, Stock Grant or Stock Unit Grant described in § 14.1(a), then (subject to § 14.1(c) and § 14.2) each Eligible Employee's rights and each Eligible Director's rights with respect to each such then outstanding grant under this Plan which is not so continued or assumed shall vest 100% on the Change Effective Date and automatically shall be cancelled in exchange for (1) the payment due under any such Cash Bonus Incentive if the grant cancelled is a Cash Bonus Incentive, (2) a payment equal to the excess, if any, of the value assigned to a share of Stock in connection with such Change in Control over the Option Price or SAR Value, as applicable, times the number of shares of Stock subject to such Option or Stock Appreciation Right if the grant cancelled is an Option or a Stock Appreciation Right, (3) a payment equal to the value assigned to a share of Stock in connection with such Change in Control times the number of shares of Stock subject to a Stock Grant if the grant cancelled is a Stock Grant and (4) the payment due under any Stock Unit Grant if the grant cancelled is a Stock Unit Grant.

(c) Performance Conditions . If vesting with respect to an outstanding Cash Bonus Incentive, Option, Stock Appreciation Right, Stock Grant or Stock Unit Grant is based in whole or in part on the satisfaction of a performance condition, or more than one performance condition, which has a "target" level of performance and there is a Change in Control, then such performance "target," or each such performance "target," shall be deemed to have been met at 100% of the "target" on the Change Effective Date unless the Committee determines that such "target" performance has already been exceeded (in which event the Committee shall determine the appropriate level of performance with respect to such grant) or the related performance measurement period has expired before the Change Effective Date.

14.2 Exception to General Rules . The general rules set forth in § 14.1 shall be applicable except to the extent that there are different, special rules applicable to an Eligible Employee or an Eligible Director which are set forth his or her Cash Bonus Incentive Certificate, Option Certificate, Stock Appreciation Right Certificate or Stock Grant Certificate or in an Eligible Employee's employment agreement.

§ 15.
AMENDMENT OR TERMINATION

This Plan may be amended by the Board from time to time to the extent that the Board deems necessary or appropriate; provided, however, (a) no amendment shall be made absent the approval of the shareholders of the Company to the extent such approval is required under applicable law or the rules of the stock exchange on which shares of Stock are listed and (b) no amendment shall be made to § 14 on or after the date of any Change in Control which might adversely affect any rights which otherwise would vest on the related Change Effective Date. The Board also may suspend granting Options or Stock Appreciation Rights or making Stock Grants, Stock Unit Grants or Cash Bonus Incentives under this Plan at any time and may terminate this Plan at any time; provided, however, the Board shall not have the right unilaterally to modify, amend or cancel any Option, Stock Appreciation Right granted or Stock Grant or Cash Bonus Incentive made before such suspension or termination unless (1) the Eligible Employee or Eligible Director consents in writing to such modification, amendment or cancellation or (2) there is a dissolution or liquidation of the Company or a transaction described in § 13.1 or § 14.

§ 16.
MISCELLANEOUS

16.1 Shareholder Rights . No Eligible Employee or Eligible Director shall have any rights as a shareholder of the Company as a result of the grant of an Option or a Stock Appreciation Right pending the actual delivery of the Stock subject to such Option or Stock Appreciation Right to such Eligible Employee or Eligible Director. An Eligible Employee's or an Eligible Director's rights as a shareholder in the shares of Stock which remain subject to forfeiture under § 9.2(b) shall be set forth in the related Stock Grant Certificate.

16.2 No Contract of Employment . The grant of an Option, a Stock Appreciation Right, a Stock Grant, Stock Unit Grant or Cash Bonus Incentive to an Eligible Employee or Eligible Director under this Plan shall not constitute a contract of employment or a right to continue to serve on the Board and shall not confer on an Eligible Employee or Eligible Director any rights upon his or her termination of employment or service in addition to those rights, if any, expressly set forth in this Plan or the related Option Certificate, Stock Appreciation Right Certificate, Stock Grant Certificate or Cash Bonus Incentive Certificate.

16.3 Withholding . Each Option, Stock Appreciation Right, Stock Grant, Stock Unit Grant and Cash Bonus Incentive shall be made subject to the condition that the Eligible Employee or Eligible Director consents to whatever action the Committee directs to satisfy the minimum statutory federal and state tax withholding requirements, if any, which the Company determines are applicable to the exercise of such Option, Stock Appreciation Right or Cash Bonus Incentive or to the satisfaction of any forfeiture conditions with respect to Stock subject to a Stock Grant or Stock Unit Grant issued in the name of the Eligible Employee or Eligible Director. No withholding shall be effected

under this Plan which exceeds the minimum statutory federal and state withholding requirements, unless otherwise elected by the Eligible Employee or Eligible Director and agreed to by the Company, provided that such election does not trigger any liability classifications of any award granted hereunder.

16.4 Compensation Recoupment Policy . All outstanding awards and all payments made under the Plan shall be subject to any compensation recoupment or "clawback" policy of the Company providing for the recovery of compensation upon a material accounting restatement, as such policy is in effect from time to time. By accepting the grant of any award hereunder, each Eligible Employee shall be deemed to agree to be bound by such policy.

16.5 Construction . All references to sections (§) are to sections (§) of this Plan unless otherwise indicated. This Plan shall be construed under the laws of the State of Delaware. Each term set forth in § 2 shall, unless otherwise stated, have the meaning set forth opposite such term for purposes of this Plan and, for purposes of such definitions, the singular shall include the plural and the plural shall include the singular. All references to applicable laws shall be deemed to include any amendments to such laws and any successor provisions to such laws. Finally, if there is any conflict between the terms of this Plan and the terms of any Option Certificate, Stock Appreciation Right Certificate, Stock Grant Certificate or Cash Bonus Incentive Certificate, the terms of this Plan shall control.

16.6 Other Conditions . Each Option Certificate, Stock Appreciation Right Certificate or Stock Grant Certificate may require that an Eligible Employee or an Eligible Director (as a condition to the exercise of an Option or a Stock Appreciation Right or the issuance of Stock subject to a Stock Grant) enter into any agreement or make such representations prepared by the Company, including (without limitation) any agreement which restricts the transfer of Stock acquired pursuant to the exercise of an Option or a Stock Appreciation Right or a Stock Grant or provides for the repurchase of such Stock by the Company.

16.7 Rule 16b-3 . The Committee shall have the right to amend any Option, Stock Grant, Stock Appreciation Right or Cash Bonus Incentive to withhold or otherwise restrict the transfer of any Stock or cash under this Plan to an Eligible Employee or Eligible Director as the Committee deems appropriate in order to satisfy any condition or requirement under Rule 16b-3 to the extent Rule 16 of the 1934 Act might be applicable to such grant or transfer.

16.8 Section 409A . To the extent that any award granted or payment due under the Plan is considered "deferred compensation" subject to § 409A of the Code, the terms of the Plan and the terms of the applicable award agreement or certificate shall be interpreted and administered in a manner so that an Eligible Director or Eligible Employee who receives such an award shall not become subject to taxation under § 409A of the Code.

16.9 Coordination with Employment Agreements and Other Agreements . If the Company enters into an employment agreement or other agreement with an Eligible Employee or Eligible Director which expressly provides for the acceleration in vesting of an outstanding Option, Stock Appreciation Right, Stock Grant, Stock Unit Grant or Cash Bonus Incentive or for the extension of the deadline to exercise any rights under an outstanding Option, Stock Appreciation Right, Stock Grant, Stock Unit Grant or Cash Bonus Incentive, any such acceleration or extension shall be deemed effected pursuant to, and in accordance with, the terms of such outstanding Option, Stock Appreciation Right, Stock Grant, Stock Unit Grant or Cash Bonus Incentive and this Plan even if such employment agreement or other agreement is first effective after the date the outstanding Option, Stock Appreciation Right or Cash Bonus Incentive was granted or the Stock Grant, Stock Unit Grant or Cash Bonus Incentive was made.

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute this Plan to evidence its adoption of this Plan.

WESTROCK COMPANY

By: /s/ Steven C. Voorhees

Date: February 2, 016

Exhibit 10.3

UNCOMMITTED AND REVOLVING CREDIT LINE AGREEMENT

UNCOMMITTED AND REVOLVING CREDIT LINE AGREEMENT dated as of February 11, 2016 between THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., a Japanese banking corporation having its offices at 1251 Avenue of the Americas, New York, New York 10020 (the "BANK") and WESTROCK COMPANY, a corporation organized under the laws of Delaware, having its offices at 504 Thrasher Street, Norcross, GA 30071 (the "BORROWER"). The parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. DEFINED TERMS . As used in this AGREEMENT, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

"ADJUSTED LIBOR" means a rate *per annum* (rounded upwards, if necessary, to the next higher 1/100 th of 1%) determined by the BANK pursuant to the following formula:

$$\text{LIBOR} = \frac{\text{LIBOR}}{1.00 - \text{EURODOLLAR RESERVE PERCENTAGE}}$$

"AFFILIATE" means as to any PERSON, any other PERSON which, directly or indirectly, is in control of, is controlled by, or is under common control with, such PERSON. For purposes of this definition, a PERSON shall be deemed to be "controlled by" a PERSON if such PERSON possesses, directly or indirectly, power either (i) to vote 10% or more of the securities having ordinary voting power for the election of directors of such PERSON or (ii) to direct or cause the direction of the management and policies of such PERSON whether by contract or otherwise.

"AGREEMENT" means this UNCOMMITTED AND REVOLVING CREDIT LINE AGREEMENT, together with all exhibits and schedules hereto, as the same may be supplemented, modified, amended, restated or replaced from time to time in the manner provided herein.

“ANTI-CORRPUTION LAWS” means all laws, rules, and regulations of any jurisdiction applicable to the BORROWER or any of its SUBSIDIARIES from time to time concerning or relating to bribery or corruption.

"APPLICABLE INTEREST RATE" means (a) with respect to each COST OF FUNDS LOAN, the sum of the COST OF FUNDS plus the MARGIN, and (b) with respect to each LIBOR LOAN, for each INTEREST PERIOD, the sum of ADJUSTED LIBOR plus the MARGIN.

"BUSINESS DAY" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close; *provided* that, when used in connection with a rate determination, borrowing or payment in respect of a LIBOR LOAN, the term "BUSINESS DAY" will also exclude any day on which banks in London, England are not open for dealings in deposits of U.S. DOLLAR in the London interbank market.

"CAPITAL STOCK" means (i) in the case of a corporation, capital stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock, (iii) in the case of a partnership, units or partnership interests (whether general or limited), (iv) in the case of a limited liability company, membership interests and (v) any other interest or participation that confers on a PERSON the right to receive a share of the profits and losses of, or distribution of assets of, the issuing PERSON.

"CHANGE IN CONTROL" means, as applied to the BORROWER, that any PERSON or "Group" (as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, but excluding (A) any employee benefit or stock ownership plans of the BORROWER, and (B) members of the Board of Directors and executive officers of the

BORROWER as of the date hereof, members of the immediate families of such members and executive officers, and family trusts and partnerships established by or for the benefit of any of the foregoing individuals) shall have acquired more than fifty percent (50%) of the combined voting power of all classes of common stock of the BORROWER, except that the BORROWER's purchase of its common stock outstanding on the date hereof which results in one or more of the BORROWER's shareholders of record as of the date hereof controlling more than fifty percent (50%) of the combined voting power of all classes of the common stock of the BORROWER shall not constitute an acquisition hereunder.

"CONSOLIDATED COMPANIES" means, collectively, the BORROWER, each GUARANTOR, all of the other RESTRICTED SUBSIDIARIES, each PERMITTED SECURITIZATION SUBSIDIARY and, to the extent required to be consolidated with the BORROWER under GAAP, any JOINT VENTURE.

"COST OF FUNDS" means the nominal annual rate of interest determined by the BANK from time to time as the cost to the BANK of obtaining funds in an amount sufficient to make an advance to the BORROWER, plus the cost to the BANK from time to time of making such advance to the BORROWER, including the cost to the BANK of any reserve and other regulatory requirements relating thereto, all of such costs being determined by the BANK in its sole and reasonable discretion.

"COST OF FUNDS LOAN" means any LOAN bearing interest at a rate determined by reference to COST OF FUNDS.

"CREDIT LINE" means a discretionary and uncommitted line of credit which the BANK establishes for the BORROWER pursuant to SECTION 2.01 hereof up to the amount referred to therein but the unused portion of which may be terminated in whole or reduced in part pursuant to SECTION 2.02 hereof. This CREDIT LINE shall not be construed as the commitment of the BANK to make any LOAN or extension of credit.

"DEFAULT" means any of the events specified in SECTION 7.01 hereof, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

"DISQUALIFIED INSTITUTION" means (a) certain banks, financial institutions and other institutional lenders or investors or any competitors of the BORROWER that, in each case, have been specified by name to the BANK by the BORROWER in writing prior to the date hereof (collectively, the "IDENTIFIED INSTITUTIONS") and (b) with respect to such IDENTIFIED INSTITUTIONS, PERSONS (such PERSONS, "KNOWN AFFILIATES") that are AFFILIATES of such IDENTIFIED INSTITUTIONS readily identifiable as such by the name of such PERSON, but excluding any PERSON that is a bona fide debt fund or investment vehicle that is engaged in making, purchasing, holding or otherwise investing in loans, bonds or similar extensions of credit or securities in the ordinary course of business; *provided* that, upon reasonable notice to the BANK after the date hereof, the BORROWER shall be permitted to supplement in writing the list of PERSONS that are DISQUALIFIED INSTITUTIONS with the name of any PERSON that is or becomes a competitor of the BORROWER or a KNOWN AFFILIATE of one of the competitors of the BORROWER, which supplement shall be in the form of a list of names provided to the BANK and shall become effective upon delivery to the BANK, but which supplement shall not apply retroactively to disqualify any PERSONS that have previously acquired an interest in respect of the LOANS.

"DOLLARS", "U.S. DOLLARS", "US$", "USD", or "$" means the lawful currency of the United States of America.

"DRAWDOWN DATE" means, for each LOAN, the date on which the LOAN is made, as agreed by the BANK and the BORROWER in accordance with SECTION 2.03.

"EURODOLLAR RESERVE PERCENTAGE" means for any day, the percentage (expressed as a decimal and rounded upwards, if necessary, to the next higher 1/100th of 1%) which is in effect for such day as prescribed by the Federal Reserve Board (or any successor) for determining the maximum reserve requirement (including any basic, supplemental or emergency reserves) in respect of eurocurrency liabilities, as defined in Regulation D of such Board

as in effect from time to time, or any similar category of liabilities for a member bank of the Federal Reserve System in New York City.

"EVENT OF DEFAULT" means any of the events specified in SECTION 7.01.

"EXCLUDED TAX" means, with respect to any recipient of any payment to be made by or on account of any obligation of any LOAN PARTY under this AGREEMENT or any of the LOAN DOCUMENTS (each a "RECIPIENT"), (i) any TAX on the RECIPIENT's net income or profits (or franchise TAX or branch profits TAX), in each case (a) imposed by a jurisdiction as a result of the RECIPIENT being organized or having its principal office or applicable lending office in such jurisdiction or (b) that is an OTHER CONNECTION TAX, (ii) any U.S. federal withholding TAX imposed on amounts payable to the RECIPIENT pursuant to a law in effect on the date on which (A) the RECIPIENT acquired its interest in the LOAN or (B) the RECIPIENT designates a new lending office, except in each case to the extent that amounts with respect to such TAXES were payable under SECTION 8.09 either to such RECIPIENT's assignor immediately before such RECIPIENT acquired the applicable interest in a LOAN or such RECIPIENT immediately before it changed its lending office, (iii) any withholding TAXES attributable to a RECIPIENT's failure to comply with SECTION 8.16 and (iv) any TAX imposed under FATCA.

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended (the "CODE"), as of the date hereof (and any amended or successor version that is substantively comparable and not materially more onerous to comply with), and any current or future Treasury regulations or other official administrative interpretations thereof, any agreements entered into pursuant to current Section 1471(b)(1) of the CODE (and any amended or successor version described above) and any intergovernmental agreements implementing the foregoing.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"FINAL MATURITY DATE" means February 9, 2017.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board, as in effect from time to time.

"GOVERNMENTAL AUTHORITY" means any nation or government, any state or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"GUARANTEE" means the guarantee executed by each GUARANTOR and required to be delivered by the BORROWER to the BANK pursuant to SECTION 3.01 hereof, in form and substance reasonably satisfactory to the BORROWER and the BANK, together with all exhibits and schedules thereto, as the same may be supplemented, modified, amended, restated or replaced from time to time in the manner provided therein.

"GUARANTOR" means each of WestRock RKT Company, a Georgia corporation, and WestRock MWV, LLC, a Delaware limited liability company, until such PERSON is released from the GUARANTEE in accordance with SECTION 8.18 hereof.

"INDEBTEDNESS" means, with respect to any PERSON, without duplication, (i) all obligations of such PERSON for borrowed money and (ii) all obligations of such PERSON evidenced by bonds, debentures, notes or similar instruments; *provided* , however, that (A) in the case of the CONSOLIDATED COMPANIES, INDEBTEDNESS shall not include (I) intercorporate obligations solely among the CONSOLIDATED COMPANIES, (II) lease obligations pledged as collateral to secure industrial development bonds, (III) hedge adjustments resulting from terminated fair value interest rate derivatives, (IV) non-recourse installment notes issued in timber transactions in the ordinary course of business of the CONSOLIDATED COMPANIES, (V) guarantees of the debt of suppliers and vendors incurred in the ordinary course of business of the CONSOLIDATED COMPANIES to the extent that the obligations thereunder do not exceed, in the aggregate, $35,000,000, (VI) trade payables re-characterized as INDEBTEDNESS in accordance

with GAAP under travel and expense reimbursement cards, procurement cards, supply chain finance and similar programs to the extent that the obligations thereunder are satisfied within 180 days of their incurrence under the applicable program, (VII) any obligations in respect of earn-outs, purchase price adjustments or similar acquisition consideration arrangements except to the extent such obligation is no longer contingent and appears as a liability on the balance sheet of the CONSOLIDATED COMPANIES in accordance with GAAP, (VIII) any industrial development bonds or similar instruments with respect to which both the debtor and the investor are CONSOLIDATED COMPANIES and (IX) obligations with respect to insurance policy loans to the extent offset by the assets of the applicable insurance policies, (B) the INDEBTEDNESS of any PERSON shall include the INDEBTEDNESS of any other entity that is not a CONSOLIDATED COMPANY (including any partnership in which such PERSON is a general partner) to the extent such PERSON is liable therefor as a result of such PERSON's ownership interest in or other relationship with such entity, except to the extent the terms of such INDEBTEDNESS expressly provide that such PERSON is not liable therefor and (C) with respect to any INDEBTEDNESS of any CONSOLIDATED COMPANY that is a partnership or JOINT VENTURE, the INDEBTEDNESS of such partnership or JOINT VENTURE shall be limited to the product of the OWNERSHIP SHARE of the BORROWER, any GUARANTOR or any other RESTRICTED SUBSIDIARIES in such partnership or JOINT VENTURE multiplied by the principal amount of such INDEBTEDNESS, unless a larger amount of such INDEBTEDNESS is recourse to the BORROWER, any GUARANTOR or any other RESTRICTED SUBSIDIARY (in which event such larger amount of such INDEBTEDNESS shall constitute INDEBTEDNESS).

"INDEMNIFIED TAX" means (a) any TAX, other than an EXCLUDED TAX, imposed on or with respect to any payment made by or on account of any obligation of any LOAN PARTY under any LOAN DOCUMENT and (b) to the extent not otherwise described in (a), any OTHER TAX.

"INTEREST PERIOD" means, in relation to a LIBOR LOAN, successive periods of one (1) month, two (2) months, three (3) months or six (6) months (or any other period consented to by the BANK (such consent not to be unreasonably withheld, delayed or conditioned)), as the BORROWER may select, the first of which shall begin on the DRAWDOWN DATE and succeeding of which shall begin on the last day of the immediately preceding INTEREST PERIOD; *provided* that (i) any INTEREST PERIOD that would otherwise end on a day that is not a BUSINESS DAY shall end on the next succeeding BUSINESS DAY, unless such BUSINESS DAY falls in another calendar month, in which case such INTEREST PERIOD shall end on the next preceding BUSINESS DAY, (ii) where an INTEREST PERIOD begins on a day for which there is no numerically corresponding day in the calendar month in which the INTEREST PERIOD is to end, such INTEREST PERIOD shall end on the last day of such calendar month and (iii) no INTEREST PERIOD shall extend beyond the FINAL MATURITY DATE.

"JOINT VENTURE" means, with respect to any PERSON, any corporation or other entity (including limited liability companies, partnerships, joint ventures, and associations) regardless of its jurisdiction of organization or formation, of which some but less than 100% of the total combined voting power of all classes of VOTING STOCK or other ownership interests, at the time as of which any determination is being made, is owned by such PERSON, either directly or indirectly through one or more SUBSIDIARIES of such PERSON.

"LIBOR" means, for any LIBOR LOAN for any INTEREST PERIOD therefor, the rate *per annum* (rounded upwards, if necessary, to the nearest 1/100 of 1%) appearing on Bloomberg LIBOR01 Page (or any successor page) as the London interbank offered rate for deposits in U.S. DOLLAR at approximately 11:00 a.m. (London time) two (2) LONDON BUSINESS DAYS prior to the first day of such INTEREST PERIOD for a term comparable to such INTEREST PERIOD. If for any reason such rate is not available, then "LIBOR" shall mean the rate *per annum* at which, as determined by the BANK in accordance with its customary practices, U.S. DOLLARS in an amount comparable to the principal amount of the LOAN then requested are being offered to leading banks at approximately 11:00 a.m. (London time) two (2) LONDON BUSINESS DAYS prior to the first day of such INTEREST PERIOD for settlement in immediately available funds by leading banks in the London interbank market for a period equal to the INTEREST PERIOD selected. Notwithstanding the foregoing, in no event shall LIBOR be less than 0.00% *per annum* .

"LIBOR LOAN" means any LOAN bearing interest at a rate determined by reference to LIBOR.

"LOAN" has the meaning assigned to such term in SECTION 2.01.

"LOAN DOCUMENTS" means this AGREEMENT, the NOTE, the GUARANTEE and any other instrument, agreement, or other document executed and delivered in connection with any of the foregoing or supporting, securing or otherwise relating to the LOANS, in each case as amended, amended and restated, supplemented or otherwise modified from time to time.

"LOAN MATURITY DATE" means, for each LOAN, the maturity date agreed by the BANK and the BORROWER in accordance with SECTION 2.03, *provided* that (i) the LOAN MATURITY DATE of a COST OF FUNDS LOAN may not be more than six (6) months after the DRAWDOWN DATE; (ii) if any LOAN MATURITY DATE would otherwise occur on a day which is not a BUSINESS DAY, such LOAN MATURITY DATE shall occur on the next succeeding BUSINESS DAY, *provided* that, if such extension would cause the LOAN MATURITY DATE applicable to a LIBOR LOAN to occur in the next succeeding calendar month, such LOAN MATURITY DATE shall occur on the next preceding BUSINESS DAY; and (iii) no LOAN MATURITY DATE may be later than the FINAL MATURITY DATE.

"LOAN PARTY" means the BORROWER and each GUARANTOR.

"LONDON BUSINESS DAY" means a day other than a day on which banks in London, England are not open for dealings in deposits of U.S. DOLLARS in the London interbank market.

"MARGIN" means 0.70% *per annum* .

"MATERIAL ADVERSE EFFECT" means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities or financial condition of the BORROWER and its RESTRICTED SUBSIDIARIES taken as a whole; (b) a material impairment of the ability of the BORROWER and the GUARANTORS, taken as a whole, to perform their respective obligations under any LOAN DOCUMENT; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the BORROWER and the GUARANTORS, taken as a whole, of the LOAN DOCUMENTS.

"NOTE" has the meaning assigned to such term in SECTION 2.05.

"OFAC" means the Office of Foreign Assets Control of the United States Treasury Department.

"OTHER CONNECTION TAX" means, with respect to the BANK or any other recipient of any payment to be made by or on account of any obligation of a LOAN PARTY under any LOAN DOCUMENT, TAXES imposed as a result of any present or former connection between such recipient and the jurisdiction imposing such TAX (other than any connection arising solely from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to and/or enforced, this AGREEMENT).

"OWNERSHIP SHARE" means, with respect to any JOINT VENTURE, the BORROWER's, any GUARANTOR's or any other RESTRICTED SUBSIDIARY's relative equity ownership (calculated as a percentage) in such JOINT VENTURE determined in accordance with the applicable provisions of the declaration of trust, articles or certificate of incorporation, articles of organization, partnership agreement, joint venture agreement or other applicable organizational document of such JOINT VENTURE.

"PERMITTED SECURITIZATION ENTITY" means a PERSON (other than a PERMITTED SECURITIZATION SUBSIDIARY, individual or GOVERNMENTAL AUTHORITY) that was established by a financial institution or AFFILIATE thereof to purchase or otherwise acquire assets for the principal purpose of securitization, and which purchase or acquisition of such assets is funded through the issuance of securities by such PERSON or by such PERSON incurring indebtedness; *provided* that a financial institution or AFFILIATE of a financial institution that purchases or acquires assets for the principal purpose of securitization shall also be considered a PERMITTED SECURITIZATION ENTITY.

"PERMITTED SECURITIZATION SUBSIDIARY" means any SUBSIDIARY of the BORROWER that (i) is directly or indirectly wholly-owned by the BORROWER, (ii) is formed and operated solely for purposes of a PERMITTED SECURITIZATION TRANSACTION, (iii) is formed to qualify as a "bankruptcy remote" entity, (iv) has organizational documents which limit the permitted activities of such PERMITTED SECURITIZATION SUBSIDIARY to the acquisition of SECURITIZATION ASSETS from the BORROWER or one or more of its SUBSIDIARIES, the securitization of such SECURITIZATION ASSETS and activities necessary or incidental to the foregoing, (v) if organized within the United States, is organized so as to meet S&P's requirements for special purpose entities engaged in the securitization of assets, (vi) if organized within Canada or any province or territory thereof, is organized so as to meet the requirements for special purpose entities engaged in the securitization of assets by any recognized rating agency operating in such jurisdiction and (vii) if organized outside the United States and Canada (and any province or territory thereof), is organized so as to meet the requirements for special purpose entities engaged in the securitization of assets by any recognized rating agency operating in such jurisdiction; *provided* that if no requirements for special purpose entities exist in such jurisdiction, the BORROWER shall certify to the BANK that no recognized rating agency is operating in such jurisdiction that customarily rates securitization transactions.

"PERMITTED SECURITIZATION TRANSACTION" means (a) the transfer by the BORROWER or one or more of its RESTRICTED SUBSIDIARIES of SECURITIZATION ASSETS to one or more (x) PERMITTED SECURITIZATION SUBSIDIARIES or (y) PERMITTED SECURITIZATION ENTITIES and, in each case, the related financing of such SECURITIZATION ASSETS; *provided* that, in each case, (i) such transaction is the subject of a favorable legal opinion as to the "true sale" of the applicable SECURITIZATION ASSETS under the laws of the applicable jurisdiction and (ii) such transaction is non-recourse to the BORROWER and its RESTRICTED SUBSIDIARIES under the laws of the applicable jurisdiction, except for STANDARD SECURITIZATION UNDERTAKINGS, (b) any credit facility backed or secured by RECEIVABLES or any other SECURITIZATION ASSETS of the CONSOLIDATED COMPANIES among one or more CONSOLIDATED COMPANIES and a financial institution, which credit facility is non-recourse to the BORROWER and its RESTRICTED SUBSIDIARIES under the laws of the applicable jurisdiction, except for STANDARD SECURITIZATION UNDERTAKINGS or (c) any other arrangement or agreement in respect of a "true sale" (or any similar concept in the applicable jurisdiction) of RECEIVABLES or any other SECURITIZATION ASSETS in accordance with the laws of the United States or any State thereof, Canada, any province or territory of Canada or other applicable jurisdiction.

"PERSON" means an individual, partnership, corporation (including a business trust), joint stock company, estate, trust, limited liability company, unlimited liability company, unincorporated association, joint venture or other entity or GOVERNMENTAL AUTHORITY.

"PROPERTY" means all types of real or personal property, including, without limitation, tangible, intangible or mixed property.

"PRO RATA CREDIT AGREEMENT" means the Credit Agreement dated as of July 1, 2015, by and among the BORROWER, certain subsidiaries of the BORROWER as borrowers and guarantors, the lenders from time to time party thereto and Wells Fargo Bank, National Association, as administrative agent (as the same may be amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time).

"RESTRICTED SUBSIDIARY" means any SUBSIDIARY of the BORROWER other than any such SUBSIDIARY that is or shall become an UNRESTRICTED SUBSIDIARY as provided herein.

"S&P" means Standard & Poor's Ratings Group, a division of McGraw-Hill Financial, Inc., or any successor or assignee of the business of such division in the business of rating securities.

"SANCTIONED ENTITY" means (a) a country or a government of a country, (b) an agency of the government of a country, (c) an organization directly or indirectly controlled by a country or its government or (d) a PERSON resident in or determined to be resident in a country, that is subject to SANCTIONS.

"SANCTIONED PERSON" means (a) a person named on the list of Specially Designated Nationals maintained by OFAC, (b) any PERSON operating, organizing or resident in a SANCTIONED ENTITY or (c) any PERSON owned or controlled by any such PERSON or PERSON described in the foregoing clauses (a) or (b).

"SANCTIONS" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State, (b) the Canadian government or (c) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"SECURITIZATION ASSETS" means any accounts receivable, notes receivable, rights to future lease payments or residuals (collectively, the "RECEIVABLES") owed to or owned by the BORROWER or any SUBSIDIARY (whether now existing or arising or acquired in the future), all collateral securing such RECEIVABLES, all contracts and contract rights, purchase orders, records, security interests, financing statements or other documentation in respect of such RECEIVABLES and all guarantees, letters of credit, insurance or other agreements or arrangements supporting or securing payment in respect of such RECEIVABLES, all lockboxes and collection accounts in respect of such RECEIVABLES (but only to the extent such lockboxes and collection accounts contain only amounts related to such RECEIVABLES subject to a PERMITTED SECURITIZATION TRANSACTION), all collections and proceeds of such RECEIVABLES and other assets which are of the type customarily granted or transferred in connection with securitization transactions involving receivables similar to such RECEIVABLES.

"STANDARD SECURITIZATION UNDERTAKINGS" means (i) any obligations and undertakings of the BORROWER or any RESTRICTED SUBSIDIARY on terms and conditions consistent with the sale treatment of SECURITIZATION ASSETS in a transaction that results in a legal "true sale" of SECURITIZATION ASSETS in accordance with the laws of the United States, Canada, any province or territory of Canada or other applicable jurisdiction and (ii) any obligations and undertakings of the BORROWER or any RESTRICTED SUBSIDIARY not inconsistent with the treatment of the transfer of SECURITIZATION ASSETS in a transaction as a legal "true sale" and otherwise consistent with customary securitization undertakings in accordance with the laws of the United States, Canada, any province or territory of Canada or other applicable jurisdiction; *provided* that STANDARD SECURITIZATION UNDERTAKINGS shall not include any guaranty or other obligation of the BORROWER and its RESTRICTED SUBSIDIARIES with respect to any SECURITIZATION ASSET that is not collected, not paid or otherwise uncollectible on account of the insolvency, bankruptcy, creditworthiness or financial inability to pay of the applicable obligor with respect to such SECURITIZATION ASSET.

"SUBSIDIARY" means, with respect to any PERSON (the "parent") at any date, any corporation, limited liability company, partnership, association, or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise controlled by the parent, or one or more subsidiaries of the parent, or by the parent and one or more subsidiaries of the parent.

"TAXES" means present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any governmental authority or by any political subdivision or taxing authority thereof or therein, including all interest, penalties and additions to tax with respect thereto.

"UNRESTRICTED SUBSIDIARY" means (i) any PERMITTED SECURITIZATION SUBSIDIARY, (ii) any JOINT VENTURE that is a SUBSIDIARY and (iii) any SUBSIDIARY which, at the option of the BORROWER, is designated in writing by the BORROWER as being an UNRESTRICTED SUBSIDIARY so long as such SUBSIDIARY has also been designated as an UNRESTRICTED SUBSIDIARY under, and in accordance with the terms of, the PRO RATA CREDIT AGREEMENT; *provided* that if the PRO RATA CREDIT AGREEMENT is no longer in effect, the BORROWER may designate a SUBSIDIARY as being an UNRESTRICTED SUBSIDIARY with the BANK's consent; *provided further* that the BORROWER may designate any such PERMITTED SECURITIZATION SUBSIDIARY or JOINT VENTURE as a RESTRICTED SUBSIDIARY in its discretion. The BORROWER may designate a

RESTRICTED SUBSIDIARY as an UNRESTRICTED SUBSIDIARY at any time so long as no DEFAULT or EVENT OF DEFAULT is in existence or would be caused by such designation.

"VOTING STOCK" means, with respect to any PERSON, CAPITAL STOCK issued by such PERSON the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such PERSON, even if the right so to vote has been suspended by the happening of such a contingency.

ARTICLE II
AMOUNT AND TERMS OF LOANS

SECTION 2.01. REVOLVING CREDIT; UNCOMMITTED LINE . The BANK may, upon request from the BORROWER, in the BANK's sole and absolute discretion upon the terms and subject to the conditions hereinafter set forth, make one or more loans (each, a "LOAN") to the BORROWER from time to time during the period commencing on the date of this AGREEMENT and ending on (but excluding) the FINAL MATURITY DATE in an aggregate principal amount not to exceed at any time outstanding ONE HUNDRED MILLION DOLLARS (US$100,000,000.00), *provided* that such amount may be reduced pursuant to SECTION 2.02 hereof. Subject to the terms and conditions hereof, the BORROWER may borrow, repay in whole or in part, and reborrow on a revolving basis, up to the amount of the CREDIT LINE. THE BORROWER HEREBY ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT DOES NOT, AND WILL NOT, CONSTITUTE A COMMITMENT ON THE PART OF THE BANK TO MAKE ANY LOANS TO THE BORROWER AT ANY TIME OR FROM TIME TO TIME. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THE EXTENSION OF CREDIT TO THE BORROWER BY THE BANK SHALL BE IN THE BANK'S SOLE AND ABSOLUTE DISCRETION. THE BANK SHALL HAVE NO OBLIGATION TO (I) MAKE ANY LOAN UNDER THIS AGREEMENT AND MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, MAKE OR REFUSE TO MAKE ANY LOAN REQUESTED HEREUNDER AND/OR (II) ACCEPT A REQUEST FOR A LOAN. The BORROWER acknowledges that any reference by the BANK, its officers, employees or agents, to the DOLLAR amount of credit "available" to the BORROWER either in the aggregate or pursuant to any particular LOAN shall not be construed as a binding commitment by the BANK to extend credit to the BORROWER in such amount.

SECTION 2.02. REDUCTION AND TERMINATION OF CREDIT LINE . The BANK shall have the unrestricted right in its sole and absolute discretion, upon notice to the BORROWER, to immediately terminate in whole or reduce in part the unused portion of the CREDIT LINE.

SECTION 2.03. NOTICE AND MANNER OF BORROWING . The BORROWER shall request each LOAN by notice and application (which may or may not be accepted by the BANK) to the BANK's Loan Operations Department, Diana Peinado, by phone at (201) 413-8626 or via email at DPeinado@us.mufg.jp (or such other contact as the BANK may inform the BORROWER from time to time), which shall be received by the BANK not later than 1:00 p.m. (New York time) on the DRAWDOWN DATE of any COST OF FUNDS LOAN, or not later than 1:00 p.m. (New York time) on the day that is three (3) LONDON BUSINESS DAYS prior to the DRAWDOWN DATE of any LIBOR LOAN. Each notice shall be irrevocable and binding on the BORROWER and shall specify (i) the proposed DRAWDOWN DATE; (ii) the amount of the requested LOAN; (iii) whether the LOAN will be a COST OF FUNDS LOAN or a LIBOR LOAN; (iv) the LOAN MATURITY DATE (subject to the applicable limitations established in the definition of such term); (v) if the LOAN will be a LIBOR LOAN, the duration of the INTEREST PERIOD (subject to the limitations established in the definition of such term) applicable thereto; and (vi) the payment instructions with respect to which the LOAN shall be made to the BORROWER. The BANK will send written confirmation of the LOAN to the BORROWER at the email address listed in SECTION 8.06 hereof. The BORROWER will acknowledge the information shown in the confirmation by promptly returning it to the BANK via fax or email as specified above. Not later than 4:00 p.m. (New York time) on the DRAWDOWN DATE of the LOAN and upon fulfillment of the applicable conditions set forth in ARTICLE III hereof, the BANK will, subject to its sole and absolute discretion and subject to the provisions of SECTION 2.01 hereof, make the LOAN available to the BORROWER in immediately available funds by crediting the amount thereof in accordance with the BORROWER's written instructions as provided in the applicable notice to

the BANK described above. All notices given under this SECTION 2.03 shall be irrevocable. The failure to give any confirmation referred to herein shall not release or diminish any of the BORROWER's obligations hereunder.

SECTION 2.04. REPAYMENT OF PRINCIPAL; CALCULATION AND PAYMENT OF INTEREST .

(a) The BORROWER agrees to pay interest to the BANK on the outstanding and unpaid principal amount of each LOAN at the APPLICABLE INTEREST RATE. Interest will be calculated on the basis of a year of 360 days for the actual number of days elapsed. Interest on each LOAN shall be due and payable on the LOAN MATURITY DATE or the date of any prepayment and, in the case of LIBOR LOANS, on the last day of each INTEREST PERIOD.

(b) The BORROWER shall repay the entire principal amount of each LOAN, together with all interest accrued thereon as determined in accordance with SECTION 2.04(a), on the LOAN MATURITY DATE. If any LOANS are outstanding on the FINAL MATURITY DATE, the entire principal amount of each such LOAN, together with all interest accrued thereon as determined in accordance with SECTION 2.04(a), will be due and payable on the FINAL MATURITY DATE.

(c) To the extent permitted by applicable law, any amount of principal of any LOAN and interest thereon which is not paid when due, whether at stated maturity, by acceleration, or otherwise, shall bear interest, payable on demand, at an interest rate per annum equal to 2% *per annum* above (x) with respect to the principal on any LIBOR LOAN, the ADJUSTED LIBOR and (y) with respect to the principal on any COST OF FUNDS LOAN, the COST OF FUNDS (or if no rate is applicable, whether in respect of interest, fees or other amounts, then at a rate 2% *per annum* above the rate of interest announced by the New York Branch of the BANK from time to time as the BANK's prime rate until paid in full).

SECTION 2.05. NOTE . As additional evidence of the BORROWER's payment obligations hereunder, the BORROWER shall execute and deliver to the BANK pursuant to SECTION 3.01(1) a single grid promissory note (the "NOTE"), substantially in the form of EXHIBIT "A" attached hereto, setting forth the CREDIT LINE as the maximum principal amount thereof and dated as of the date of this AGREEMENT, and made payable to the BANK. The BORROWER hereby authorizes the BANK to record on a schedule attached to the NOTE (or any similar form designated by the BANK in its sole and absolute discretion from time to time, which may be maintained in its internal records and shown on a computer printout) the principal amount, APPLICABLE INTEREST RATE, the LOAN MATURITY DATE and other terms relevant to each LOAN, and any such recordation shall be *prima facie* evidence of the accuracy of the information so recorded; *provided* that the BANK's failure so to record shall not limit or otherwise affect the obligations of the BORROWER hereunder and under the NOTE to repay the principal of and interest on the LOANS. The BORROWER acknowledges that this CREDIT LINE is being established at the BORROWER’s request and for the BORROWER’S convenience. Accordingly, the BANK shall incur no liability whatsoever to the BORROWER or any other PERSON (i) in acting upon any telephone, telex, facsimile or letter request or other communication which the BANK believes in good faith to be duly authorized by the BORROWER; (ii) in acting in good faith by endorsing any grids attached to the NOTE; or (iii) in otherwise acting in good faith under this AGREEMENT, in each case except for willful misconduct or gross negligence.

SECTION 2.06. FUNDING LOSS, INDEMNIFICATION; CAPITAL ADEQUACY AND OTHER CHARGES AND COSTS .

(a) The BORROWER hereby agrees to indemnify and hold the BANK free and harmless from all losses, costs and expenses (including, without limitation, reasonable attorney fees and disbursements and any losses, costs or expenses incurred by reason of the liquidation or reemployment of deposits or other funds acquired by the BANK to fund or maintain all or a portion of the outstanding principal amount of any LOAN hereunder) which the BANK may incur, to the extent not mitigated by the redeployment of deposits or other funds, as a result of (i) a default by the BORROWER in payment when due of the principal of or interest on a LOAN, (ii) the BORROWER's failure (other than due solely to a failure attributable to a default by the BANK) to make a borrowing or continuation with respect to a LOAN after making a request therefor, (iii) a prepayment (whether mandatory or otherwise, including but not limited to, acceleration pursuant to ARTICLE VII hereof) of any LOAN before a scheduled payment date for interest or principal or (iv) any DEFAULT or EVENT OF DEFAULT by the BORROWER under this AGREEMENT or any

demand by the BANK for payment of any LOAN permitted hereunder or under the NOTE (but, in any event, excluding loss of anticipated profits). The BANK's computation of such amount or amounts shall be binding on the BORROWER absent manifest error.

(b) If the BANK determines at any time that any applicable law or governmental rule, regulation, guideline or order concerning capital adequacy, liquidity, reserves or similar requirements, or any change in interpretation or administration thereof by any GOVERNMENTAL AUTHORITY (other than any EXCLUDED TAX or INDEMNIFIED TAX) will have the effect of increasing the cost to the BANK or the amount of capital or liquidity required or expected to be maintained by the BANK as a result of the making or continuance of the LOANS, then the BORROWER agrees to pay to the BANK, upon its written demand therefor, such additional amounts as shall be required to compensate the BANK for such increased costs. The BANK, upon determining that any additional amounts will be payable to the BANK pursuant to this paragraph, will give prompt written notice thereof to the BORROWER, which notice shall show in reasonable detail the basis for calculation of such additional amounts, although the failure to give any such notice shall not release or diminish the obligations of the BORROWER to pay additional amounts pursuant to this paragraph. The BANK's computation of such amount or amounts shall be binding on the BORROWER absent manifest error.

(c) If any present or future applicable law, rule or regulation or any change therein or in the interpretation or administration thereof by any GOVERNMENTAL AUTHORITY charged with the interpretation or administration thereof or compliance by the BANK with any request or directive of any such GOVERNMENTAL AUTHORITY, whether or not having the force of law (other than any EXCLUDED TAX or INDEMNIFIED TAX), results in an increase of the cost to the BANK of making, renewing or maintaining any LOAN, or reduce the amount of any sum receivable by the BANK under any LOAN, in the reasonable judgment of the BANK, then, upon demand by the BANK, the BORROWER agrees to pay to the BANK such additional amount or amounts as would compensate the BANK for such increased cost or reduction. The BANK's computation of such amount or amounts shall be binding on the BORROWER absent manifest error.

(d) For the avoidance of doubt, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall be deemed a change in law regardless of the date enacted, adopted, issued, promulgated, or implemented. A certificate submitted by the BANK to the BORROWER setting forth in reasonable detail the BANK'S method for calculating any such loss, cost or expense shall be conclusive absent manifest error.

SECTION 2.07. METHOD OF PAYMENT . The BORROWER shall make each payment of principal of and interest on the LOANS, in lawful money of the United States in immediately available funds, not later than 3:00 p.m. (New York time) on the date when such payment is due, to the BANK's account at Payment via Fed Wire to: THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., ABA No.: 0260-0963-2, A/C#: 97770191, Attention: Loan operations Dept., Reference: WestRock Company or to such other location or in such other manner as the BANK may notify the BORROWER in writing. The BORROWER hereby authorizes the BANK, if and to the extent payment is not made when due under this AGREEMENT or under the NOTE, to charge from time to time against any account of the BORROWER with the BANK any amount so due. The BORROWER may, with the BANK's prior consent, and on not less than five days' notice, prepay the principal and interest of any LOAN in whole or in part, but only on condition that the prepayment is accompanied by payment of amounts (if any) due under SECTION 2.06(a).

SECTION 2.08. PAYMENTS ON NON-BUSINESS DAYS . Whenever payment shall fall due on a day which is not a BUSINESS DAY, payment shall be made on the next succeeding BUSINESS DAY, unless such BUSINESS DAY falls in the following calendar month, in which case payment shall be due on the next preceding BUSINESS DAY.

ARTICLE III
CONDITIONS PRECEDENT

SECTION 3.01. CONDITIONS PRECEDENT TO INITIAL AND ALL LOANS . The BANK may in its sole and absolute discretion make LOANS available to the BORROWER, subject to the conditions precedent that, on or before the day of the initial LOAN, the BANK shall have received all of the following, each of which shall be in form and substance satisfactory to the BANK:

(1) AGREEMENT AND NOTE . This AGREEMENT and the NOTE, each duly executed by the BORROWER;

(2) EVIDENCE OF ALL CORPORATE ACTION BY THE BORROWER . A certified copy of the unanimous written consent of the Board of Directors of the BORROWER or a certified copy of the resolutions duly adopted by the Board of Directors of the BORROWER, in either case authorizing the execution, delivery and performance of this AGREEMENT, the NOTE, and any other documents to be delivered pursuant to this AGREEMENT;

(3) INCUMBENCY AND SIGNATURE CERTIFICATE OF THE BORROWER . A certificate of the President or Vice President (or other appropriate officer) of the BORROWER certifying the names and true signatures of the officers of the BORROWER authorized, pursuant to the Board of Directors' resolutions referred to in paragraph (2) above, to sign this AGREEMENT, the NOTE, and any other documents to be delivered by the BORROWER pursuant to this AGREEMENT;

(4) GUARANTEE . A GUARANTEE duly executed by each GUARANTOR; and

(5) EVIDENCE OF ALL CORPORATE ACTION BY THE GUARANTORS . A certified copy of the unanimous written consent of the Board of Directors (or other governing body) of each GUARANTOR or a certified copy of the resolutions duly adopted by the Board of Directors (or other governing body) of each GUARANTOR, in either case authorizing the execution, delivery and performance of the GUARANTEE.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

The BORROWER hereby represents and warrants to the BANK as follows at each time it makes an application for a LOAN:

SECTION 4.01. DUE INCORPORATION; GOOD STANDING . The BORROWER is a corporation, duly organized and validly existing under the laws of the state of its incorporation, and is duly qualified as a foreign corporation and in good standing in every jurisdiction in which the BORROWER is doing business, except where the failure to be so qualified or in good standing is not reasonably likely, in the aggregate, to have a MATERIAL ADVERSE EFFECT.

SECTION 4.02. CORPORATE POWER; AUTHORIZATION . The execution and delivery of this AGREEMENT, the NOTE and each other LOAN DOCUMENT to which it is a party and the performance of its obligations hereunder and thereunder are within the BORROWER's corporate powers, have been duly authorized, and will not contravene or conflict with (a) its charter or by-laws (or such other organizational and governing documents as may be applicable) or (b) any material agreement, material instrument or material document to which the BORROWER is a party or by which the BORROWER or any of its PROPERTY is bound or affected, except with respect to any contravention or conflict referred to in clause (b), to the extent such contravention or breach would not reasonably be likely to have a MATERIAL ADVERSE EFFECT.

SECTION 4.03. GOVERNMENT ACTION . No approval, consent, exemption or other action by, or notice to or filing with, any GOVERNMENTAL AUTHORITY is necessary in connection with the execution, delivery, performance or enforcement of this AGREEMENT, the NOTE or any other LOAN DOCUMENT, except as may have been obtained

and certified copies of which have been delivered to the BANK and except those approvals, consents, exemptions, actions, notices or filings the failure of which to obtain or make would not reasonably be likely to have a MATERIAL ADVERSE EFFECT.

SECTION 4.04. NO LEGAL BAR . There is no law, rule or regulation, nor is there any judgment, decree or order of any court or GOVERNMENTAL AUTHORITY binding on the BORROWER which would be contravened by the execution, delivery, performance or enforcement of this AGREEMENT, the NOTE or any other LOAN DOCUMENT, except to the extent such contravention would not reasonably be likely to have a MATERIAL ADVERSE EFFECT.

SECTION 4.05. ENFORCEABLE OBLIGATION . This AGREEMENT is a legal, valid and binding agreement of the BORROWER, enforceable against the BORROWER in accordance with its terms, and the NOTE and each other LOAN DOCUMENT to which the BORROWER is a party, when executed and delivered (and as endorsed from time to time), will be similarly legal, valid, binding and enforceable, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

SECTION 4.06. LITIGATION . Except as previously disclosed to the BANK in writing, there are no legal actions or other proceedings pending or, to the knowledge of any RESPONSIBLE OFFICER of the BORROWER, threatened against the BORROWER which, individually or in the aggregate, would reasonably be expected to have a MATERIAL ADVERSE EFFECT.

SECTION 4.07. NO DEFAULT . No DEFAULT or EVENT OF DEFAULT has occurred and is continuing or would result from the borrowing of the LOAN for which the applicable application has been made.

SECTION 4.08. COMPLIANCE WITH LAWS, ETC .

(a) Each of the BORROWER and its SUBSIDIARIES is in compliance with all laws, regulations and orders of any GOVERNMENTAL AUTHORITY applicable to it or its material property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a MATERIAL ADVERSE EFFECT.

(b) None of the BORROWER or any of its SUBSIDIARIES nor, to the knowledge of the BORROWER, any director, officer, employee or agent of the BORROWER or any of its SUBSIDIARIES has taken any action, directly or, to the knowledge of the BORROWER, indirectly, that would result in a violation by such persons of the FCPA or any other applicable anti-corruption law; and the BORROWER has instituted and maintains policies and procedures designed to ensure continued compliance therewith.

(c) None of the BORROWER, any of its SUBSIDIARIES or any director, officer, employee, agent, or AFFILIATE of the BORROWER or any of its SUBSIDIARIES is a PERSON that is a SANCTIONED PERSON. None of the BORROWER nor any of its SUBSIDIARIES is an “enemy” or an “ally of the enemy” within the meaning of Section 2 of the Trading with the Enemy Act of the United States of America (50 U.S.C. App. §§ 1 *et seq* .), as amended. The BORROWER (A) is not subject to SANCTIONS administered by OFAC or the U.S. Department of State or (B) to the best of its knowledge, does not engage in any dealings or transactions, and is not otherwise associated, with any PERSON subject to such SANCTIONS. None of the BORROWER nor any of its SUBSIDIARIES or, to the knowledge of the BORROWER, their respective AFFILIATES, directors, officers, employees or agents is in violation of any SANCTIONS. The proceeds of any LOAN will not be used and have not been used, in each case directly by the BORROWER or any of its SUBSIDIARIES or, to the knowledge of the BORROWER, indirectly by any other PERSON, to fund any operations in, finance any investments or activities in or make any payments to, a SANCTIONED PERSON or a SANCTIONED ENTITY .

SECTION 4.09. NO MISREPRESENTATION . Neither this AGREEMENT, nor any other LOAN DOCUMENT, nor any certificate, written notice, written report, financial statement or document furnished to date or to be furnished by the BORROWER in connection with the transactions contemplated hereby, taken as a whole, contains as of the date

thereof any material misstatement of fact, or omits to state a material fact necessary to make the statements herein or therein contained, in light of the circumstances under which they were made, not misleading.

SECTION 4.10. RANKING OF LOAN. The obligations and liabilities of the BORROWER under this AGREEMENT and the NOTE are unconditional and general obligations of the BORROWER and rank at least *pari passu* with all other present or future unsecured and unsubordinated indebtedness of the BORROWER.

ARTICLE V
AFFIRMATIVE COVENANTS

SECTION 5.01. COVENANTS. The BORROWER covenants and agrees that on the date hereof, and so long as this AGREEMENT is in effect and until no LOANS remain outstanding and all amounts owing hereunder or under any other LOAN DOCUMENT or in connection herewith or therewith (other than contingent indemnity obligations) have been paid in full, the BORROWER shall:

(a) provide the BANK prompt written notice of the occurrence of any DEFAULT or EVENT OF DEFAULT;

(b) maintain in effect and enforce policies and procedures designed to ensure compliance by the BORROWER, its SUBSIDIAIRES and their respective directors, officers, employees and agents with ANTI-CORRUPTION LAWS and applicable SANCTIONS; and

(c) not request any LOAN and shall not use directly or, to its knowledge, indirectly, and shall procure that its SUBSIDIARIES and its or their respective directors, officers, employees and agents shall not use directly or, to its knowledge, indirectly, the proceeds of any LOAN (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any PERSON in violation of any ANTI-CORRUPTION LAWS, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any SANCTIONED PERSON, or in any SANCTIONED ENTITY, to the extent such activities, businesses or transaction would be prohibited by SANCTIONS if conducted by a corporation incorporated in the United States, or (iii) in any manner that would result in the violation of any SANCTIONS applicable to any party hereto.

ARTICLE VI
NEGATIVE COVENANTS

[Intentionally deleted]

ARTICLE VII
EVENTS OF DEFAULT

SECTION 7.01. EVENTS OF DEFAULT. The occurrence of any of the following events will constitute an EVENT OF DEFAULT under this AGREEMENT and the NOTE:

(1) The BORROWER fails to pay any principal of any LOAN when and as the same becomes due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise.

(2) The BORROWER fails to pay any interest on any LOAN or any fee or any other amount (other than an amount referred to in SECTION 7.01(1)) payable under this AGREEMENT or any other LOAN DOCUMENT when and as the same shall become due and payable, and such failure continues unremedied for a period of ten (10) days.

(3) Any representation or warranty made or deemed made by or on behalf of the BORROWER in or in connection with this AGREEMENT or any of the other LOAN DOCUMENTS, or in any amendment hereof or thereof, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this AGREEMENT or any other LOAN DOCUMENT or any amendment hereof or thereof, proves to have been incorrect when made or deemed made in any material respect.

(4) The BORROWER or any GUARANTOR (i) fails to pay its debts generally as they come due, (ii) conceals, removes or transfers any of its PROPERTY in violation or evasion of any bankruptcy, fraudulent conveyance or similar law, (iii) makes a general assignment for the benefit of its creditors, (iv) applies for or consents to the appointment of a receiver, trustee, assignee, custodian, sequestrator, liquidator or similar official for itself or any of its PROPERTY, (v) files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors, (vi) is adjudicated a bankrupt or insolvent or (vii) takes any action for the purpose of effecting any of the foregoing.

(5) An involuntary petition is filed under any bankruptcy, reorganization, insolvency, moratorium or similar statute against the BORROWER or any GUARANTOR or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any PROPERTY of the BORROWER or any GUARANTOR unless such petition or appointment is set aside or withdrawn or ceases to be in effect within 60 days from the date of said filing or appointment.

(6) The BORROWER or any RESTRICTED SUBSIDIARY shall fail to make when due (whether at stated maturity, by acceleration, on demand or otherwise, and after giving effect to any applicable grace period) any payment of principal of or interest on any INDEBTEDNESS (other than the BORROWER's or any GUARANTOR's obligations under the LOAN DOCUMENTS) exceeding U.S.$150,000,000 individually or in the aggregate.

(7) The BORROWER, any GUARANTOR or any RESTRICTED SUBSIDIARY shall fail to observe or perform within any applicable grace period any covenants or agreements contained in any agreements or instruments relating to any of its INDEBTEDNESS (other than the LOAN DOCUMENTS) the principal amount of which exceeds U.S.$150,000,000 individually or in the aggregate, or any other event shall occur if the effect of such failure or other event is to accelerate, or to permit the holder of such INDEBTEDNESS or any other PERSON to accelerate, the maturity of such INDEBTEDNESS; *provided* that this SECTION 7.01(7) shall not apply to (x) any secured INDEBTEDNESS that becomes due as a result of the voluntary sale, transfer or other disposition of the assets securing such INDEBTEDNESS so long as such INDEBTEDNESS is paid or (y) any INDEBTEDNESS that becomes due as a result of a voluntary refinancing thereof.

(8) The BORROWER fails to observe or perform any covenant, condition or agreement contained in this AGREEMENT or the NOTE (and not described in SECTIONS 7.01(1) or (2)) and such failure is not remediable or, if remediable, continues unremedied for a period of 30 days after the earlier of (x) the date the BORROWER becomes aware thereof or (y) the date the BANK gives notice to the BORROWER with respect thereto.

(9) The GUARANTEE or any provision thereof shall cease to be in full force and effect or any GUARANTOR or any PERSON acting by or on behalf of any GUARANTOR shall deny or disaffirm any GUARANTOR's obligations under the GUARANTEE, except as expressly provided in SECTION 8.18 hereof.

(10) A CHANGE IN CONTROL occurs.

SECTION 7.02. REMEDIES . Upon the occurrence of any EVENT OF DEFAULT, the BANK may in its sole and absolute discretion declare the LOANS (with accrued interest thereon) and all other amounts owing under this AGREEMENT and/or the NOTE to be due and payable forthwith whereupon the same will immediately become due and payable (except that in the case of an EVENT OF DEFAULT under 7.01(4) or 7.01(5) above, such acceleration shall be automatic), without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in any LOAN DOCUMENT to the contrary notwithstanding. The foregoing

remedies are in addition to any and all other remedies available to the BANK under this AGREEMENT, the NOTE or any other LOAN DOCUMENT, at law, or in equity.

ARTICLE VIII
MISCELLANEOUS

SECTION 8.01. INDEMNITY . The BORROWER hereby agrees to indemnify, defend, reimburse and hold harmless the BANK and each of its affiliates, and all the directors, officers, employees, agents, legal counsel and advisors of the BANK (each, an "INDEMNIFIED PARTY") from and against all claims, actions, proceedings, suits, damages, losses, liabilities, costs and expenses, including the fees and out-of-pocket expenses of one firm of counsel for all such INDEMNIFIED PARTIES, taken as a whole, and, if necessary, of a single firm of local counsel in each appropriate jurisdiction (which may include a single firm of special counsel acting in multiple jurisdictions) for all such INDEMNIFIED PARTIES, taken as a whole (and, in the case of an actual or perceived conflict of interest where the INDEMNIFIED PARTY affected by such conflict informs the BORROWER of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected INDEMNIFIED PARTY and, if necessary, of a single firm of local counsel in each appropriate jurisdiction (which may include a single firm of special counsel acting in multiple jurisdictions) for such affected INDEMNIFIED PARTY), which may be incurred by or asserted against any INDEMNIFIED PARTY in connection with, or arising out of, or relating to any LOAN (or the use or proposed use of the proceeds therefrom), any transaction or proposed transaction (whether or not consummated), contemplated by this AGREEMENT or any LOAN DOCUMENT (other than any TAXES); *provided* that such indemnity shall not, as to any INDEMNIFIED PARTY, be available to the extent that such claim, action, proceeding, suit, damage, loss, liability, cost or expense (a) is determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (i) the gross negligence, bad faith or wilful misconduct of such INDEMNIFIED PARTY or (ii) a claim brought by the BORROWER against such INDEMNIFIED PARTY for material breach in bad faith of such INDEMNIFIED PARTY'S obligations hereunder or (b) results from a proceeding that does not involve an act by the BORROWER or any of its AFFILIATES and that is brought by an INDEMNIFIED PARTY against any other INDEMNIFIED PARTY. This SECTION 8.01 shall not apply with respect to taxes other than any taxes that represent losses, claims or damages arising from any non-tax claim.

SECTION 8.02. SUCCESSORS AND ASSIGNS; ASSIGNMENTS; PARTICIPATIONS . This AGREEMENT shall be binding upon and inure to the benefit of the BORROWER and the BANK and their respective successors and assigns, except that (a) the BORROWER may not assign or transfer any of its rights or obligations under any LOAN DOCUMENT without the prior written consent of the BANK and (b) the BANK may not assign or transfer to any other PERSON all or part of the CREDIT LINE or the indebtedness of the BORROWER outstanding under this AGREEMENT and/or any LOAN DOCUMENT without the prior written consent of the BORROWER (such consent not to be unreasonably withheld or delayed); *provided* that (i) no such consent of the BORROWER shall be required under this clause (b) if an EVENT OF DEFAULT has occurred and is continuing at the time of such assignment and (ii) no such assignment under this clause (b) may be made to (A) a natural person or (B) a DISQUALIFIED INSTITUTION. Subject to the immediately preceding sentence, in the event that the BANK sells or grant participations in all or part of the CREDIT LINE, the BANK shall, acting solely for this purpose as a non-fiduciary agent of the BORROWER, maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the CREDIT LINE or other obligations under this AGREEMENT or the LOAN DOCUMENTS sufficient to establish that the LOANS hereunder are in registered form for U.S. federal income tax purposes.

SECTION 8.03. ENTIRE AGREEMENT . This AGREEMENT and the LOAN DOCUMENTS integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings with respect to the subject matter hereof.

SECTION 8.04. COUNTERPARTS . This AGREEMENT and any amendments, waivers, consents or supplements may be executed in as many counterparts as may be deemed necessary or convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same agreement.

SECTION 8.05. AMENDMENTS, ETC . No amendment, modification, termination, or waiver of any provision of any LOAN DOCUMENT to which the BORROWER is a party, nor consent to any departure by the BORROWER from any such provision, shall in any event be effective unless the same shall be in writing and signed by each of the BANK and the BORROWER, and then such amendment, modification, termination, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

SECTION 8.06. NOTICES, ETC . All notices and other communications provided for under this AGREEMENT shall be in writing, delivered in person, or sent by overnight courier, first class mail (postage prepaid), email or fax to:

If to the BORROWER: WestRock Company
504 Thrasher Street, N.W.
Norcross, GA 30071-1956
Attention: Chief Financial Officer
Telephone: (678) 291-7700
Fax: (770) 263-3582

With a copy to:

Attention: General Counsel
Telephone: (678) 291-7456
Fax: (770) 263-3582

If to the BANK: The Bank of Tokyo-Mitsubishi UFJ, Ltd.
1251 Avenue of the Americas
New York, New York 10020-1104
Attention: Mark Marron
Telephone: 212-782-4337
Fax: 212-782-6445
Email: mmarron@us.mufg.jp

With copies to:

Attention: Candice Columbres, Counsel
Telephone: 212-782-4624
Email: ccolumbres@us.mufg.jp

or at such other address as shall be designated by either party in a written notice to the other party complying as to delivery with the terms of this SECTION 8.06. All such notices and communications shall be effective when deposited in the mails or faxed or emailed, as applicable, except that notices to the BANK pursuant to the provisions of ARTICLE II hereof shall be effective when received by the BANK.

SECTION 8.07. NO WAIVER; REMEDIES . No failure on the part of the BANK to exercise, and no delay in exercising, any right, power, or remedy under any LOAN DOCUMENT shall operate as waiver thereof; nor shall any single or partial exercise of any right under any LOAN DOCUMENT preclude any other or further exercise thereof or exercise of any other right. The remedies provided in the LOAN DOCUMENTS are cumulative and not exclusive of any remedies provided by law.

SECTION 8.08. COSTS, EXPENSES, AND TAXES . The BORROWER hereby agrees to pay on demand all reasonable, documented out-of-pocket costs and expenses in connection with the preparation, execution, delivery, filing, recording and administration of any of the LOAN DOCUMENTS, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the BANK, and local counsel who may be retained by said counsel, with respect thereto and with respect to advising the BANK as to its rights and responsibilities under any of the LOAN

DOCUMENTS, and all reasonable, documented out-of-pocket costs and expenses, if any, in connection with enforcement of any of the LOAN DOCUMENTS, including, without limitation, "work-out," insolvency or bankruptcy proceedings. In addition, without duplication of SECTION 8.09, the BORROWER shall pay any and all stamp and other TAXES and fees payable or reasonably determined to be payable in connection with the execution, delivery, filing, and recording of any of the LOAN DOCUMENTS and the other documents to be delivered under any of the LOAN DOCUMENTS other than any TAXES imposed as a result of an assignment of the LOAN or CREDIT LINE ("OTHER TAXES"), and agrees to save the BANK harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such OTHER TAXES.

SECTION 8.09. DEDUCTIONS. All payments by any LOAN PARTY to the BANK under this AGREEMENT or under any LOAN DOCUMENT are to be made net and free of any and all TAXES (except for TAXES based upon the overall net income of the BANK)of any nature now or hereafter imposed, except as required by applicable law. If any TAX is, by law, required to be made from any payment hereunder and such TAX is an INDEMNIFIED TAX, then the applicable LOAN PARTY shall pay to the BANK such additional amount as will result in receipt by the BANK of a net amount equal to the amount the BANK would have received hereunder had no such TAX been required. In such event the applicable LOAN PARTY shall, as soon as practical, deliver to the BANK a receipt issued by the relevant taxing authority evidencing the amount of such TAX and its payment. If the applicable LOAN PARTY is required to pay an additional amount on account of any such TAX, the BORROWER shall have the right, on not less than three BUSINESS DAYS' prior written notice to the BANK, to repay the applicable LOAN.

SECTION 8.10. RIGHT OF SET OFF. Upon the occurrence and during the continuance of any EVENT OF DEFAULT the BANK is hereby authorized at any time and from time to time, without notice to the BORROWER (any such notice being expressly waived by the BORROWER), to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held, and other indebtedness at any time owing by the BANK to or for the credit or the account of the BORROWER against any and all of the obligations of the BORROWER now or hereafter existing under the AGREEMENT or the NOTE or any other LOAN DOCUMENT, irrespective of whether or not the BANK shall have made any demand under this AGREEMENT or such other LOAN DOCUMENT and although such obligations may be unmatured. The BANK agrees promptly to notify the BORROWER after any such set off and application, *provided* that the failure to give such notice shall not affect the validity of such set off and application. The rights of the BANK under this SECTION 8.10 are in addition to other rights and remedies (including, without limitation, other rights of set off) which the BANK may have.

SECTION 8.11. GOVERNING LAW; CONSENT TO JURISDICTION. This AGREEMENT and the NOTE shall be governed by and construed in accordance with the laws of the State of New York. Any legal action or proceedings with respect to this AGREEMENT against the BORROWER may be brought in the courts of the United States of America or the State of New York as the BANK may elect, and, by execution and delivery of this AGREEMENT, the BORROWER hereby (i) accepts for itself, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, (ii) irrevocably agrees to be bound by any judgment of any such court with respect to this AGREEMENT or the NOTE and (iii) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceedings with respect to this AGREEMENT brought in any court of the United States of America or the State of New York located in the City of New York, and further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. In the case of the courts of the United States of America and State of New York the BORROWER hereby agrees to receive service of process in any legal action or proceedings with respect to this AGREEMENT at its offices set forth in SECTION 8.06. Nothing herein shall affect the right to serve process in any other manner permitted by the law. The BORROWER hereby agrees that the mailing of such process to the BORROWER shall be deemed personal service and accepted by the BORROWER for any legal action or proceedings with respect to this AGREEMENT.

SECTION 8.12. SEVERABILITY OF PROVISIONS. Any provision of any LOAN DOCUMENT which 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 of such LOAN DOCUMENT or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 8.13. HEADINGS. ARTICLE and SECTION headings in this AGREEMENT are for the convenience of reference only and shall not constitute a part of the applicable LOAN DOCUMENTS for any other purpose.

SECTION 8.14. WAIVER OF JURY TRIAL. THE BANK AND THE BORROWER MUTUALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT.

SECTION 8.15. PATRIOT ACT. The BANK hereby notifies the BORROWER that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56) (the "ACT"), it is required to obtain, verify and record information that identifies the BORROWER and each GUARANTOR, which information includes the name and address of the BORROWER and each GUARANTOR and other information that will allow the BANK to identify the BORROWER and each GUARANTOR in accordance with the ACT.

SECTION 8.16. FORMS. If the BANK (or any successor or assign of the BANK) is entitled to an exemption from or reduction of withholding TAX with respect to any payments made under this AGREEMENT or the LOAN DOCUMENTS, at the time or times reasonably requested by any LOAN PARTY, the BANK (or any such successor or assign of the BANK) will deliver to such LOAN PARTY such properly completed and executed documentation reasonably requested by such LOAN PARTY as will permit such payments to be made without withholding or at a reduced rate of withholding (including, with respect to the BANK, Internal Revenue Service Form W-8ECI).

SECTION 8.17. MITIGATION. If the BANK (or any successor or assign of the BANK) requests compensation under SECTION 2.06, or if any LOAN PARTY is required to pay any INDEMNIFIED TAXES or additional amounts to the BANK or any GOVERNMENTAL AUTHORITY for the account of the BANK (or any successor or assign of the BANK) pursuant to SECTION 8.09, then such PERSON will use reasonable efforts to designate a different lending office for funding or booking its commitments hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such PERSON, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to SECTION 2.06 or 8.09, as the case may be, in the future and (ii) would not subject such PERSON to any unreimbursed cost or expense and would not otherwise be disadvantageous to such PERSON. The BORROWER hereby agrees to pay all reasonable costs and expenses incurred by any such PERSON in connection with any such designation or assignment.

SECTION 8.18. GUARANTY MATTERS. If any GUARANTOR is released from its guaranty obligation under the PRO RATA CREDIT AGREEMENT in accordance with Section 8.10 of the PRO RATA CREDIT AGREEMENT, then such GUARANTOR's obligations under the GUARANTEE shall be automatically released. In connection with a release of a GUARANTOR pursuant to this SECTION 8.18, the BANK shall promptly execute and deliver to the BORROWER all documents that the BORROWER shall reasonably request to evidence such release.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers thereunto duly authorized, as of the date first above written.

WESTROCK COMPANY

By: /s/ John Stakel
Name: John Stakel
Title: SVP/Treasurer

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.

By: /s/ Stephen Hall
Name: Stephen Hall
Title: Director

EXHIBIT "A"

UNCOMMITTED AND REVOLVING CREDIT NOTE

US$100,000,000.00
(maximum amount)

February 11, 2016

FOR VALUE RECEIVED, the undersigned WESTROCK COMPANY (the "BORROWER"), HEREBY UNCONDITIONALLY PROMISES TO PAY to the order of THE BANK OF TOKYO-MITSUBISHI UFJ, LTD. (the "BANK"), the principal sum of ONE HUNDRED MILLION DOLLARS (US$100,000,000.00) or, if less, the aggregate unpaid principal amount of all LOANS made to the BORROWER pursuant to the LINE AGREEMENT referred to below, together with interest on the unpaid principal amount of each LOAN from time to time outstanding hereunder at the rates, and payable in the manner and on the dates, specified in the LINE AGREEMENT, the provisions of which are incorporated by reference in this NOTE.

The BANK shall record the date and amount of each LOAN made, the APPLICABLE INTEREST RATE, the amount of principal and interest due and payable from time to time hereunder, each payment thereof, and the resulting unpaid principal balance hereof, on the schedule attached to this NOTE or any similar form designated by the BANK in its sole and absolute discretion from time to time, and any such recordation shall be *prima facie* evidence of the accuracy of the information so recorded (absent manifest error); *provided* that the BANK's failure so to record shall not limit or otherwise affect the obligations of the BORROWER hereunder and under the LINE AGREEMENT to repay the principal of and interest on the LOANS.

Both principal and interest are payable in the currency of the LOAN and in immediately available funds to the BANK at 1251 Avenue of the Americas, or at such other place as may be designated in writing by the holder of this NOTE.

This promissory note is the NOTE referred to in, and is subject to and entitled to the benefits of, the UNCOMMITTED AND REVOLVING CREDIT LINE AGREEMENT dated as of February ___, 2016 between the BORROWER and the BANK (as amended, modified, renewed or extended from time to time, the "LINE AGREEMENT"). Capitalized terms used herein shall have the respective meanings assigned to them in the LINE AGREEMENT.

The LINE AGREEMENT provides, among other things, for acceleration (which in certain cases shall be automatic) of the maturity hereof upon the occurrence of certain stated events, in each case without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK .

WESTROCK COMPANY

By: /s/ John Stakel
Name: John Stakel
Title: SVP/Treasurer

SCHEDULE TO
UNCOMMITTED AND REVOLVING CREDIT NOTE

BORROWER: WESTROCK COMPANY
LINE AMOUNT: US$100,000,000.00

Date	*Bank's Reference Number*	*Amount of Loan*	*Due Date*	*Applicable Interest Rate*	*Amount of Principal Paid*	*Unpaid Balance of Note*	*Notation Made By:*

Exhibit 10.4

As of March 4, 2016

MWV Luxembourg S.à.r.l.
163, rue du Kiem, L-8030 Strassen
Grand Duchy of Luxembourg
Attention: John Stakel (Treasurer)

WestRock Company
504 Thrasher Street, N.W.
Norcross, GA 30071-1956
Attention: Chief Financial Officer

Ladies and Gentlemen:

COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (the " **Lender** ") is pleased to inform you that the Lender has established for you, MWV Luxembourg S.à.r.l., a private limited liability company (*société à responsabilité limitée)* organized under the laws of Luxembourg, having its registered office at 163, rue du Kiem, L-8030 Strassen, Luxembourg and having a share capital of EUR 413.246.30 (the " **Company** "), a $100 million uncommitted line of credit (this " **Agreement** ") available for loans made hereunder in accordance with the terms hereof (the " **Loans** " and each a " **Loan** ").

Capitalized terms used herein without definition shall have the meanings assigned thereto in the Credit Agreement dated as of July 1, 2015, by and among WestRock Company, a Delaware corporation (" WestRock "), as Parent Borrower, RockTenn Company of Canada Holdings Corp./Compagnie de Holdings RockTenn du Canada Corp., a Nova Scotia unlimited company, as Canadian Borrower, the Subsidiary Borrowers party thereto, WestRock RKT Company (f/k/a Rock-Tenn Company), a Georgia corporation, and WestRock MWV, LLC (f/k/a MeadWestvaco Corporation), a Delaware limited liability company, as Initial Guarantors, the Lenders party thereto and Well Fargo Bank, National Association, as Administrative Agent and Multicurrency Agent, with such amendments, modifications, supplements, restatements or replacements as may hereafter be in effect, provided , however , that immediately after giving effect to any such amendment, modification, supplement, restatement or replacement, the Lender remains a party thereto (the " **Guarantor Credit Agreement** ").

Each Loan shall be used for working capital and general corporate purposes.

All Loans shall be payable on demand but in any event not later than one year after the date hereof, unless otherwise agreed in writing by the Lender; provided that, if a demand for payment is made after 1:00 p.m., New York City time, on any day, then such payment shall not become due until the immediately succeeding Business Day.

The Company's obligations to the Lender hereunder will be unconditionally guaranteed by WestRock (in such capacity, the " **Guarantor** "), on the terms set forth below under the heading "Guarantee".

The Company may request a Loan at or before 1:00 p.m., New York City time, on the date that is three (3) Business Days (as defined in the Note referred to below) prior to the date the Company wishes to borrow, in the case of a Loan bearing interest based upon LIBOR (as defined in the Note), or on the date the Company wishes to borrow, in the case of other Loans, by delivering to the Lender a borrowing request substantially in the form of Exhibit A hereto. If the Lender agrees to make the requested Loan, the Lender will do so upon the terms and subject to the conditions contained herein and in the other Loan Documents (as defined below) and, subject to the foregoing, will make such Loan available to the Company not later than 4:00 p.m., New York City time, on the proposed date of borrowing in immediately available funds by crediting the amount thereof in accordance with the Company's instructions as set forth in the applicable borrowing request. The Loans will be evidenced by a promissory note in substantially the form annexed hereto as Exhibit B (as amended, modified, supplemented or replaced from time to time, the " **Note** "). Each request for a Loan shall be irrevocable. Subject to the terms and conditions contained herein, Loans may be repaid and reborrowed by the Company from time to time without premium or penalty, except as otherwise expressly provided in the Note.

In the event that at any time the Dollar Amount (as defined below) of the outstanding principal amount of Loans shall exceed the maximum amount of the line of credit hereunder as set forth above (or 105% of such maximum amount if such excess is as a result of currency fluctuations), the Company shall immediately pay outstanding Loans in an amount sufficient to eliminate such excess.

Loans may be denominated in Dollars or in Euro (in each case, as defined below), at the discretion of the Company. All principal and interest payments in respect of any Loan shall be in the currency in which such Loan is denominated.

For purposes of this Agreement:

" **Dollar** " or " **$** " means dollars in the lawful currency of the United States of America.

" **Dollar Amount** " means, at any time, (a) with respect Dollars or an amount denominated in Dollars, such amount and (b) with respect to Euro or an amount denominated in Euro, the equivalent amount thereof in Dollars as determined by the Lender at such time

on the basis of the Exchange Rate (as defined below) (determined in respect of the most recent Revaluation Date (as defined below)).

" **Euro** " or " **€** " means the lawful currency of the European Union as constituted by the Treaty of Rome which established the European Community, as such treaty may be amended from time to time and as referred to in the European Monetary Union legislation.

" **Exchange Rate** " means, on any day, for purposes of determining the Dollar Amount of Euro, the rate quoted by the Lender as the spot rate for the purchase by the Lender of Euros with Dollars through its foreign exchange office at approximately 11:00 a.m. (New York time) on the date two (2) Business Days prior to the date as of which the foreign exchange computation is made.

" **Luxembourg** " means the Grand Duchy of Luxembourg.

" **Revaluation Date** " means each of the following: (a) each date a Loan is made; (b) the last day of each Interest Period (as defined in the Note); (c) the last Business Day of each calendar month; and (d) such additional dates as the Lender shall specify.

Documentation; No Commitment:

All promissory notes and other documents requested by the Lender in connection with this Agreement shall be in form and substance reasonably satisfactory to the Lender. Also, the Lender asks the Company to note carefully that this is not a "committed" line of credit. No commitment fee will be charged, and the Lender may withdraw the line of credit at any time, with or without notice. Moreover, the Lender has no obligation to extend credit at any time, and the making of each Loan shall be in the Lender's sole discretion. NOTHING HEREIN CONTAINED, INCLUDING, WITHOUT LIMITATION, THE NEXT PARAGRAPH, THE EVENTS OF DEFAULT BELOW AND THE COVENANTS IN APPENDIX A, IS INTENDED TO OR SHALL MODIFY THE UNCOMMITTED NATURE OF THE CREDIT FACILITY CONTAINED HEREIN OR SHALL IMPOSE ANY IMPLIED OBLIGATION ON THE LENDER TO EXTEND CREDIT HEREUNDER AT ANY TIME.

Facility Maturity:

The Company shall not make any request for any Loan after March 2, 2017 (the " **Facility Termination Date** ") nor shall any Loan extend beyond such date, unless the Lender, in its sole discretion and without any obligation to do so, extends such date in writing.

Interest:

Without undertaking to make any Loan, the Lender notes for the Company's information (except as otherwise agreed in writing by the Lender and the Company) that:

(a) Loans under the facility described herein shall bear interest at a per annum rate equal to (i) 0.80% in excess of LIBOR (as defined in the Note) for the Interest Period in effect for such Loan or (ii) the Base Rate (as defined in the Note), as the Company shall elect; provided that any Loan denominated in Euro shall only bear interest based on LIBOR. Interest on the Loans shall be due and payable in arrears on each Interest Payment Date (as defined below) applicable to such Loan. Interest on any Loan shall also be due and payable in arrears on the date of any prepayment or repayment of principal of such Loan, solely with respect to the amount so prepaid or repaid.

(b) If any principal of or interest on any Loan or any expense or other amount payable by the Company or the Guarantor under any Loan Document is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest at a per annum rate 2.0% greater than the interest rate which would otherwise be applicable (or if no rate is applicable, whether in respect of interest, expenses or other amounts, then 2.0% greater than the Base Rate). Interest described in this clause (b) shall be payable by the Company on demand by the Lender.

Unless otherwise agreed, interest will be calculated on the basis of the actual number of days elapsed over a year of 360 days and, once paid, shall be non-refundable absent manifest error.

For purposes of this Agreement, " **Interest Payment Date** " means (a) as to any Loan bearing interest based on the Base Rate, the last day of each March, June, September and December and on the Facility Termination Date, (b) as to any Loan bearing interest based on LIBOR and having an Interest Period of three months or less, the last day of such Interest Period, and (c) as to any Loan bearing interest based on LIBOR having an Interest Period longer than three months, each day which is three months after the first day of such Interest Period and the last day of such Interest Period.

Representations and Warranties:

Each of the Company and the Guarantor hereby represents and warrants to the Lender that:

(c) Corporate Existence; Compliance with Law . Each of the Company and the Guarantor is a company or corporation or other legal entity duly organized, validly existing and (to the extent the concept is applicable in such jurisdiction) in good standing under the laws of its jurisdiction of organization, except where the failure to be in good standing would not reasonably be likely to have a Material Adverse Effect (as defined below). Each of the Company and the Guarantor (i) has the corporate power and authority and the legal right to own and operate its property and to conduct its business, (ii) is duly qualified as a foreign company or corporation or other legal entity and in good standing under the laws of each jurisdiction where its ownership of property or the conduct of its business requires such qualification, and (iii) is in compliance with all Requirements of Law, except where (A) the failure to have such power, authority and legal right as set forth in clause (i) hereof, (B) the failure to be so qualified or in good standing as set forth in clause (ii) hereof, or (C) the failure to comply with Requirements of Law as set forth in clause (iii) hereof, is not reasonably likely, in the aggregate, to have a Material Adverse Effect. For purposes of this Agreement, " **Material Adverse Effect** " means (x) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities or financial condition of the Guarantor and its Restricted Subsidiaries taken as a whole; (y) a material impairment of the ability of the Company and the Guarantor, taken as a whole, to perform their obligations under any Loan Document; or (z) a material adverse effect upon the legality, validity, binding effect or enforceability against the Company or the Guarantor, taken as a whole, of the Loan Documents.

(a) Authorization . Each of the Company and the Guarantor has the corporate power and authority to enter into, make, deliver and perform this Agreement, the Note and each other document or instrument executed in connection herewith (collectively, the " **Loan Documents** "), in each case to which it is a party and has taken all necessary corporate action to authorize the execution, delivery and performance of such Loan Documents. No consent or authorization of, registration or filing with, any Person (including any Governmental Authority), is required in connection with the execution, delivery or performance by the Company or the Guarantor, or the validity or enforceability against either of them, of the Loan Documents, other than such consents, authorizations or filings which have been made or obtained and those consents, authorizations and filings the failure of which to make or obtain would not reasonably be likely to have a Material Adverse Effect, except that the registration of the Loan Documents (and any document in connection therewith) with the *Administration de l'Enregistrement et des Domaines* in Luxembourg may be required in the case of legal proceedings before Luxembourg courts or in the case that the Loan Documents (and any document in connection therewith) must be produced before an official Luxembourg authority (*autorité constituée*) and a nominal registration duty or an ad valorem duty may be payable, depending on the nature of the document to be registered.

(b) Enforceability . This Agreement is, and each of the other Loan Documents when delivered to the Lender will be, duly executed and delivered by the

Company and/or the Guarantor, as applicable, and constitutes or will constitute the legal, valid and binding obligations of the Company and/or the Guarantor, as applicable, enforceable against the Company and/or the Guarantor, as applicable, in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforceability of rights of creditors generally and by general principles of equity. and subject to any limitations, qualifications or reservations as to matters of law of general application set out in any legal opinion delivered in relation to the Loan Documents.

(c) **[Reserved]** .

(d) Litigation . No litigation, investigation or proceeding of or before any court, tribunal, arbitrator or governmental authority is pending or, to the knowledge of any Responsible Officer of the Guarantor, threatened in writing by or against the Company or the Guarantor, or against any of their respective properties or revenues, existing or future (a) that is adverse in any material respect to the interests of the Lender with respect to any Loan Document or any of the transactions contemplated hereby or thereby, or (b) that is reasonably likely to have a Material Adverse Effect.

(e) Investment Company Act . None of the Company nor the Guarantor is an "investment company" registered or required to be registered under the Investment Company Act of 1940, as amended, and is not controlled by such a company.

(f) Regulation U . No part of the proceeds of the Loans will be used, directly or indirectly, for the purpose of purchasing or carrying any "margin stock" within the meaning of Regulation U. Neither the execution and delivery hereof by the Company, nor the performance by it of any of the transactions contemplated by this Agreement (including the direct or indirect use of the proceeds of the Loans), will violate or result in a violation of Regulation T, U or X.

(g) Disclosure . None of the written reports, financial statements or certificates heretofore, contemporaneously or hereafter furnished by or on behalf of the Company or the Guarantor or any of its Subsidiaries to the Lender for purposes of or in connection with this Agreement or any other Loan Document, or any transaction contemplated hereby or thereby, when taken as a whole, contains as of the date of such report, financial statement or certificate or, with respect to any such items so furnished on or prior to the date hereof, as of the date hereof any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to forecasts or projected financial information, the Company and the Guarantor represent only that such information was prepared in good faith based upon assumptions believed by them to be reasonable at the time made, at the time so furnished and, with respect to any such

items so furnished on or prior to the date hereof, as of the date hereof (it being understood that such forecasts and projections may vary from actual results and that such variances may be material).

(l) Sanctions/Anti-Corruption .

(i) None of the Company, the Guarantor nor any of their respective Subsidiaries is an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act of the United States of America (50 U.S.C. App. §§ 1 *et seq* .), as amended. None of the Company, the Guarantor nor any of their respective Subsidiaries is in violation of (i) the Trading with the Enemy Act, as amended, (ii) any of the foreign assets control regulations of the OFAC or any enabling legislation or executive order relating thereto or (iii) the Patriot Act. Neither the Company nor the Guarantor (A) is subject to sanctions administered by OFAC or the U.S. Department of State or (B) to the best of its knowledge, engages in any dealings or transactions, or is otherwise associated, with any person subject to such sanctions.

(ii) None of the Company, the Guarantor nor any of their respective Subsidiaries or, to the knowledge of the Company, their respective Affiliates, directors, officers, employees or agents is in violation of any Sanctions.

(iii) None of the Company, the Guarantor nor any of their respective Subsidiaries or their respective Affiliates, directors, officers, employees or agents (i) is a Sanctioned Person or a Sanctioned Entity, (ii) has more than 15% of its assets located in Sanctioned Entities, or (iii) derives more than 15% of its operating income from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. The proceeds of any Loan will not be used and have not been used, in each case directly by any of the Company, the Guarantor or any of their respective Subsidiaries or, to the knowledge of the Company and the Guarantor, indirectly by any other Person, to fund any operations in, finance any investments or activities in or make any payments to, a Sanctioned Person or a Sanctioned Entity.

(iv) Each of the Company, the Guarantor and their respective Subsidiaries and, to the knowledge of the Company and the Guarantor, their respective directors, officers, employees or agents is in compliance with the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, *et seq.* , and any applicable foreign counterpart thereto. None of the Company, the Guarantor nor any of their respective Subsidiaries or, to the knowledge of the Company and the Guarantor, their respective directors, officers, employees or agents has made and no proceeds of any Loan will be used, in each case directly by the Company, the Guarantor or any of their respective Subsidiaries or, to the knowledge of the Company and the Guarantor, indirectly by any other Person, to make a payment, offering, or promise to pay, or authorized the payment of, money or anything of value (a) in order to assist in obtaining or retaining business for or with, or directing business to, any foreign official, foreign political party, party official or candidate for foreign political office, (b) to a foreign official, foreign political party or party official or any candidate for foreign political office,

and (c) with the intent to induce the recipient to misuse his or her official position to direct business wrongfully to the Company, the Guarantor, or their respective Subsidiaries or to any other Person, in violation of the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, *et seq.* , or any applicable foreign counterpart thereto.

Covenants :

By using this facility, each of the Guarantor and the Company agrees that it will comply with the provisions in Appendix A attached hereto and made a part hereof so long as this line of credit remains outstanding. The Company's and the Guarantor's undertaking to comply with the terms of this Agreement does not in any way affect the uncommitted nature of the credit facility established by the Lender in the Company's favor or the demand nature of any credit extended to the Company hereunder.

Event of Default:

Without limiting the right of the Lender to demand payment of Loans or the right of the Lender to terminate this Agreement and/or decline to make any Loan, if any Event of Default (as defined in the Note) shall occur and be continuing, the Lender may, by notice to the Company, declare all Loans and all accrued interest thereon to be forthwith due and payable, whereupon the Loans and all such interest shall become forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Company, provided that in the event of the occurrence of any Event of Default set forth in clause (v) of the definition of such term contained in the Note, the Loans and such interest shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Company.

Setoff :

Each of the Company and the Guarantor hereby expressly authorizes the Lender, at any time and from time to time upon the occurrence and during the continuance of an Event of Default, to setoff and apply any and all deposits (general or special) and other indebtedness or sums at any time held, credited or owing by COÖPERATIEVE RABOBANK U.A. (including all of its branches and agencies) to or for the credit or account of each of the Company and the Guarantor in any currency and whether or not due, to the payment of the Company's or the Guarantor's liabilities and obligations under this Agreement and the other Loan Documents, irrespective of whether or not the Lender shall have made any demand hereunder or thereunder and although said obligations or liabilities, or any of them, shall be contingent or unmatured **.** The Lender agrees promptly to notify the Company and the Guarantor after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

Guarantee:

(a) In order to induce the Lender to enter into this Agreement and to extend credit thereunder and in recognition of the direct benefits to be received by the Guarantor from such extensions of credit hereunder, the Guarantor hereby agrees with the Lender as follows: the Guarantor hereby unconditionally and irrevocably guarantees as primary obligor and not merely as surety the full and prompt payment when due, whether upon maturity, by acceleration or otherwise, of any and all principal, interest and other amounts due hereunder, under the Note and each other Loan Document (the " **Obligations** "). If any or all of the Obligations becomes due and payable under this Agreement or any other Loan Documents, the Guarantor unconditionally promises to pay such Obligations to the Lender or its order, on demand, together with any and all reasonable expenses which may be incurred by the Lender in collecting any of the Obligations. Notwithstanding any provision to the contrary contained herein or in any other Loan Document, to the extent the obligations of the Guarantor hereunder shall be adjudicated to be invalid and unenforceable for any reason (including because of the provisions of applicable state, provincial, or federal law relating to fraudulent conveyances or transfers), then the obligations of the Guarantor hereunder shall be limited to the maximum amount that is permissible under applicable law (whether federal, state or provincial, and including the Bankruptcy Code).

(b) Additionally, the Guarantor unconditionally and irrevocably guarantees the payment of any and all Obligations to the Lender whether or not due or payable by the Company upon the occurrence of any of the events specified in clause (v) of the definition of "Event of Default" contained in the Note, and unconditionally promises to pay such Obligations to the Lender or its order, on demand, in lawful money of the United States upon any such occurrence. The Guarantor further agrees that to the extent that the Company or the Guarantor shall make a payment or a transfer of an interest in any property to the Lender, which payment or transfer or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, or otherwise is avoided, and/or required to be repaid to the Company or the Guarantor, the estate of the Company or a Guarantor, a trustee, receiver or any other party under any bankruptcy law, state, provincial or federal law, common law or equitable cause, then to the extent of such avoidance or repayment, the obligation or part thereof intended to be satisfied shall be revived and continued in full force and effect as if said payment had not been made.

(c) The liability of the Guarantor hereunder is exclusive and independent of any security for or other guaranty of the Obligations whether executed by the Guarantor, any other guarantor or by any other party, and the Guarantor's liability hereunder shall not be affected or impaired by (i) any direction as to application of payment by the Company or by any other party, or (ii) any other continuing or other guaranty, undertaking or maximum liability of a guarantor or of any other party as to the Obligations, or (iii) any payment on or in reduction of any such other guaranty or undertaking, or (iv) any dissolution, termination or increase, decrease or change in personnel by the Company, or (v) any payment made to the Lender on the Obligations which the Lender repays to the Company pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief

proceeding, and the Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

(d) The obligations of the Guarantor hereunder are independent of the obligations of the Company or any other guarantor, if any, and a separate action or actions may be brought and prosecuted against the Guarantor whether or not action is brought against any other guarantor or the Company and whether or not any other guarantor or the Company is joined in any such action or actions.

(e) The Guarantor authorizes the Lender without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time to (i) renew, compromise, extend, increase, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Obligations or any part thereof in accordance with this Agreement and other Loan Documents, including any increase or decrease of the rate of interest thereon, (ii) take and hold security from any other guarantor, if any, or any other party for the payment of the Obligations and exchange, enforce, waive and release any such security, (iii) apply such security and direct the order or manner of sale thereof as the Lender in its discretion may determine and (iv) release or substitute any one or more endorsers, guarantors or other obligors.

(f) It is not necessary for the Lender to inquire into the capacity or powers of the Company or the officers, directors, members, partners or agents acting or purporting to act on its behalf, and the Obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

(g) (i) The Guarantor waives any right (except as shall be required by applicable statute and cannot be waived) to require the Lender to (A) proceed against the Company, any other guarantor or any other party, (B) proceed against or exhaust any security held from the Company, any other guarantor or any other party, or (C) pursue any other remedy in the Lender's power whatsoever. The Guarantor waives any defense based on or arising out of any defense of the Company, any other guarantor or any other party other than payment in full of the Obligations (other than contingent indemnity obligations), including any defense based on or arising out of (A) the disability of the Company, any other guarantor or any other party, (B) the unenforceability of the Obligations or any part thereof from any cause, (C) the cessation from any cause of the liability of the Company other than payment in full of the Obligations (other than contingent indemnity obligations), (D) any amendment, waiver or modification of the Obligations, (E) any substitution, release, exchange or impairment of any security for any of the Obligations, (F) any change in the corporate existence or structure of the Company or any other guarantor, (G) any claims or rights of set off that the Guarantor may have, and/or (H) any Requirement of Law or order of any Governmental Authority affecting any term of the Obligations. The Lender may, at its election, foreclose on any security held by the Lender by one or more judicial or nonjudicial sales (to the extent such sale is permitted by applicable law), or exercise any other right or remedy the Lender

may have against the Company or any other party, or any security, without affecting or impairing in any way the liability of the Guarantor hereunder except to the extent the Obligations have been paid in full and this Agreement and the other Loan Documents have been terminated. The Guarantor waives any defense arising out of any such election by the Lender, even though such election operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of the Guarantor against the Company or any other party or any security. (ii) The Guarantor waives all presentments, demands for performance, protests and notices, including notices of nonperformance, notice of protest, notices of dishonor, notices of acceptance of the guaranty under this heading entitled "Guarantee" (this " **Guarantee** "), and notices of the existence, creation or incurring of new or additional Obligations. The Guarantor assumes all responsibility for being and keeping itself informed of the Company's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks which the Guarantor assumes and incurs hereunder, and agrees that the Lender shall not have any duty to advise the Guarantor of information known to it regarding such circumstances or risks. (iii) The Guarantor hereby agrees it will not exercise any rights of subrogation which it may at any time otherwise have as a result of this Guarantee (whether contractual, under Section 509 of the Bankruptcy Code, or otherwise) to the claims of the Lender against the Company or any other guarantor of the Obligations until such time as the Obligations shall have been paid in full and this Agreement and other Loan Documents have been terminated. The Guarantor hereby further agrees not to exercise any right to enforce any other remedy which the Lender now has or may hereafter have against any endorser or any other guarantor of all or any part of the Obligations and any benefit of, and any right to participate in, any security or collateral given to or for the benefit of the Lender to secure payment of the Obligations until such time as the Obligations (other than contingent indemnity obligations) shall have been paid in full and this Agreement and other Loan Documents have been terminated.

(h) The Lender will, upon request after payment of the Obligations which are the subject of this Guarantee and termination of this Agreement and other Loan Documents, confirm to the Company and the Guarantor that the Obligations have been paid and this Agreement and other Loan Documents terminated, subject to the those provisions that expressly survive termination.

Miscellaneous:

(a) This Agreement and the other Loan Documents shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws. Each of the Company and the Guarantor hereby agrees that any legal action or proceeding against the Company or the Guarantor with respect to this Agreement and the other Loan Documents may be brought in the courts of the State of New York in The City of New York or of the United States of America for the Southern District of New York as the Lender may elect, and, by execution and delivery hereof, each of the Company and the Guarantor accepts and consents to, for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and agrees that such jurisdiction shall be exclusive, unless waived by the Lender in writing, with respect to any claim, action or proceeding brought by it against the Lender and any questions relating to usury. Each of the Company and the Guarantor agrees that Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York as in effect from time to time shall apply to this Agreement and, to the maximum extent permitted by law, waives any right to stay or to dismiss any action or proceeding brought before said courts on the basis of forum non conveniens . Nothing herein shall limit the right of the Lender to bring proceedings against the Company or the Guarantor in any other jurisdiction. Each of the Company and the Guarantor irrevocably consents to the service of process in any such legal action or proceeding by personal delivery or by the mailing thereof by the Lender by registered or certified mail, return receipt requested, postage prepaid, to the address of the Company and the Guarantor specified in paragraph (e) below, such service of process by mail to be deemed effective on the fifth day following such mailing. Each of the Company and the Guarantor agrees that a final judgment in any such legal action or proceeding shall be conclusive and may be enforced in any manner provided by law. The Company hereby appoints the Guarantor as agent for service of process in connection with any legal action or proceeding against the Company with respect to this Agreement and the other Loan Documents, and the Guarantor hereby accepts such appointment.

(b) AFTER REVIEWING THIS PROVISION SPECIFICALLY WITH ITS RESPECTIVE COUNSEL, EACH OF THE COMPANY, THE GUARANTOR AND THE LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE COMPANY, THE GUARANTOR OR THE LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER TO EXTEND CREDIT TO THE COMPANY. No claim may be made by the Company or the Guarantor against the Lender or the affiliates, officers, directors, employees or agents of the Lender for any special, indirect, punitive or consequential damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to any Loan

or other transaction contemplated by this Agreement or the other Loan Documents, or any act, omission or event occurring in connection with any of the foregoing, and each of the Company and the Guarantor hereby waives, releases and agrees not to sue upon any claim for any such damages. Neither the Lender nor any other person or entity referred to in the preceding sentence shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by the Lender or such other person or entity through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(c) Each of the Company and the Guarantor, jointly and severally, agrees to pay on demand all reasonable, documented out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, of any nature incurred or paid by the Lender in connection with this Agreement or any other Loan Document, including, without limitation, such reasonable, documented out-of-pocket costs and expenses as may arise from the preparation, execution, delivery, administration, interpretation, protection, enforcement or collection of this Agreement, the Note, and all other Loan Documents and the reasonable, documented out-of-pocket costs and expenses of examination and audit of the Company's books and records or of defending any claim, action or proceeding asserted or commenced by the Company against the Lender. The provisions of this paragraph (c) shall survive the termination of the Loan Documents and the repayment of all Obligations.

(d) Each of the Company and the Guarantor shall defend, indemnify and hold harmless the Lender, its affiliates, directors, officers, agents, employees, participants and assignees (each such person being called an "Indemnitee"), from and against any and all claims, suits, actions, causes of action, debts, liabilities, damages, losses, obligations, charges, judgments, costs and expenses of any nature whatsoever (including, without limitation, the fees, charges and disbursements of one firm of counsel for all such Indemnitees, taken as a whole, and, if necessary, of a single firm of local counsel in each appropriate jurisdiction (which may include a single firm of special counsel acting in multiple jurisdictions) for all such Indemnitees, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnitee affected by such conflict informs the Company and the Guarantor of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected Indemnitee and, if necessary, of a single firm of local counsel in each appropriate jurisdiction (which may include a single firm of special counsel acting in multiple jurisdictions) for such affected Indemnitee)), in any way relating to or arising from or in connection with (i) the execution or delivery of this Agreement or any other Loan Document or any other agreement or instrument contemplated hereby or thereby, the performance by the parties of their obligations under the Loan Documents or any such other agreement or instrument, or the consummation of the transactions contemplated by the Loan Documents, (ii) any Loan or the use thereof, (iii) any actual or alleged presence or Release or threat of Release of Hazardous Substances on, at, under or from any property

owned, leased or operated by the Company, the Guarantor or any of their respective Subsidiaries, or any liability under Environmental Law related in any way to the Company, the Guarantor or any of their respective Subsidiaries and/or (iv) any actual or prospective claim, litigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by the Company, the Guarantor or any other person or entity, and regardless of whether any of the foregoing Indemnitees is a party thereto; provided that the foregoing indemnification shall not, as to any Indemnitee, be available to the extent that such claims, suits, actions, causes of action, debts, liabilities, damages, losses, obligations, judgments, costs and expenses (A) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (1) the gross negligence, bad faith or willful misconduct of such Indemnitee or (2) a claim brought by the Company, the Guarantor or any of their respective Subsidiaries against such Indemnitee for material breach in bad faith of such Indemnitee's obligations hereunder or (B) result from a proceeding that does not involve an act or omission by the Company, the Guarantor or any of their respective Affiliates and that is brought by an Indemnitee against any other Indemnitee. This indemnification provision shall survive the termination of the Loan Documents and the repayment of all Obligations. This paragraph shall not apply with respect to Taxes (as defined in the Note) other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(e) All notices and other communications provided for hereunder and under the other Loan Documents shall be in writing and except as otherwise specified in any other Loan Document, mailed, telecopied or delivered, if to the Company, at its address at 163, rue du Kiem, L-8030 Strassen, Grand Duchy of Luxembourg, Attention: John Stakel (Treasurer) (telecopier no. (678) 291-7901) with a copy to the Guarantor, if to the Guarantor, at its address at 504 Thrasher Street, N.W., Norcross, Georgia 30071-1956, Attention: Chief Financial Officer (telecopier no. (770) 263-3582) and if to the Lender, at its address at 245 Park Avenue, New York, NY 10167 Attention: Corporate Services, with a copy to the Lender at 1180 Peachtree Street, Suite 2200, Atlanta, GA 30309, Attention: Mike Harder; or as to each party, at such other address or telecopy number as shall be designated by such party in a written notice to the other party. Except as otherwise specified in any Loan Document, all such notices and communications shall, when mailed (postage prepaid), telecopied with evidence of transmission, or sent by hand delivery or other courier or delivery service, be effective when telecopied or delivered to the recipient, or five Business Days after being deposited in the mails. The Lender may act upon facsimile or other electronically transmitted instructions or requests which are received by the Lender from person(s) purporting to be, or which instructions or requests appear to be, authorized by the Company or the Guarantor. Each of the Company and the Guarantor further agrees to indemnify and hold the Lender harmless from any claims by virtue of the Lender's acting upon such facsimile or other electronically transmitted instructions or requests as such instructions or requests were understood by the Lender. In the event the Company or the Guarantor sends the Lender a manually signed confirmation of the previously sent facsimile or other electronically

transmitted instructions or requests, the Lender shall have no duty to compare it against the previous instructions or requests received by the Lender nor shall the Lender have any responsibility should the contents of the written confirmation differ from the facsimile or other electronically transmitted instructions or requests as acted upon by the Lender.

(f) All accounting terms not specifically defined herein shall be construed in accordance with United States generally accepted accounting principles consistently applied, except as otherwise stated herein.

(g) The powers, rights and remedies of the Lender specified in this Agreement and the other Loan Documents are cumulative and in addition to any other powers, rights and remedies that the Lender may otherwise have under any other agreement and under applicable law. No amendment, modification, termination, waiver or discharge, in whole or in part, of any provision of this Agreement or any other Loan Document to which either the Company or the Guarantor is a party, nor consent to any departure by the Company or the Guarantor therefrom, shall be effective, unless the same shall be in writing and signed by the Company, the Guarantor and the Lender. Any such amendment, modification, termination, waiver, discharge or consent shall be effective only in the specific instance and for the purpose for which given. No amendment, modification, termination, waiver, discharge or consent agreed to by the Lender shall, of itself, entitle the Company or the Guarantor to any other or further amendment, modification, termination, waiver, discharge or consent in similar or other circumstances. No notice to or demand on the Company or the Guarantor in any case shall, of itself, entitle it to any other or further notice or demand in similar or other circumstances.

(h) This Agreement and the other Loan Documents embody the entire agreement and understanding between the Lender and the Company and the Guarantor and supersede all prior agreements and understandings relating to the subject matter hereof.

(i) This Agreement and the other Loan Documents shall be binding on each of the Company and the Guarantor and each of their respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns, provided that neither the Company nor the Guarantor shall have the right to assign its rights or obligations hereunder or thereunder or any interest herein or therein without the Lender's prior written consent and any purported assignment by either the Company or the Guarantor without such consent shall be void and of no force or effect. In the event the Lender notifies the Company of any permitted assignment by the Lender of its rights and obligations, if any, under this Agreement and the other Loan Documents (without any obligation of the Lender to do so), (a) such assignment shall be effective on the date set forth in such notice, (b) such assignee shall succeed to and assume all of the Lender's rights and obligations, if any, under this Agreement and, the other Loan Documents, and (c) the Lender shall be released from all of such obligations; provided that the Lender shall not have the right to assign its rights or obligations hereunder or thereunder or any interest herein or therein without the prior written

consent of the Company and the Guarantor and any purported assignment by the Lender without such consent shall be void and of no force and effect; provided further that (i) no such consent of the Company and the Guarantor shall be required if an Event of Default has occurred and is continuing at the time of such assignment and (ii) no such assignment may be made to a natural person or a Disqualified Institution.

(j) No delay on the part of the Lender in exercising any powers, rights or remedies hereunder or under the other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any such powers, rights or remedies preclude, limit or impair other, further or future exercise thereof, or the exercise of any other power, right or remedy.

(k) This Agreement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signatures of the parties may appear on separate counterparts with the same effect as if on the same counterpart. Telecopied and other electronic (including PDF) signatures on this Agreement, the other Loan Documents and any amendments thereto shall be binding on the Lender, the Company and the Guarantor to the same extent as originally signed signature pages.

(l) If any provision of this Agreement is invalid or unenforceable under the laws of any jurisdiction, then, to the fullest extent permitted by law, (i) such provision shall be ineffective to the extent of such invalidity or unenforceability, without invalidating or affecting the enforceability of the remainder of such provision or the remaining provisions of this Agreement; and (ii) such invalidity or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction.

(m) [Reserved].

(n) Each of the Company and the Guarantor, jointly and severally, agrees to pay all stamp, document, transfer, recording or filing taxes or fees and similar impositions now or hereafter determined by the Lender in good faith to be payable in connection with this Agreement or any other Loan Document or the transactions pursuant to or in connection herewith and therewith (other than those imposed as a result of an assignment of this Agreement, any Loan Document or the rights or obligations hereunder or thereunder), and each of the Company and the Guarantor agrees to save the Lender harmless from and against any and all present or future claims, liabilities or losses with respect to or resulting from any omission to pay or delay in paying any such taxes, fees or impositions.

(o) Each of the Company’s and the Guarantor’s obligations under this Agreement and the other Loan Documents shall be absolute, irrevocable and unconditional

and shall be paid and performed strictly in accordance with the terms of this Agreement or such other Loan Document under any and all circumstances.

(p) The Lender hereby notifies the Company and the Guarantor that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Company and the Guarantor, which information includes the name and address of the Company and the Guarantor and other information that will allow the Lender to identify the Company and the Guarantor in accordance with the terms of the Patriot Act. If the Company or the Guarantor obtains any actual knowledge or receives any written notice that the Company, the Guarantor, or any of their respective Affiliates or subsidiaries is named on the OFAC List (an " **OFAC Event** "), then the Company and the Guarantor shall (i) promptly give written notice to the Lender of such OFAC Event and (ii) comply with all applicable laws, regulations and orders with respect to such OFAC Event (regardless of whether the party included on the OFAC List is located within the jurisdiction of the United States of America), and each of the Company and the Guarantor hereby authorizes and consents to the Lender taking any and all steps the Lender deems necessary, in the Lender's sole discretion, to avoid violation of all applicable laws, regulations and orders with respect to any such OFAC Event (including the freezing and/or blocking of assets and reporting such action to OFAC).

(q) Section headings in this Agreement are included for convenience of reference only and shall not constitute part of this Agreement for any other purpose or be given any substantive effect.

(r) Deposits and credit balances at the Lender are NOT insured by the Federal Deposit Insurance Corporation (the " **FDIC** ") or by any other U.S. government agency. By executing this letter, each of the Company and the Guarantor acknowledges its initial deposit or credit balance and all future deposits and credit balances will NOT be INSURED BY THE FDIC.

(s) **EACH OF THE COMPANY AND THE GUARANTOR ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT PROVIDES FOR A CREDIT FACILITY THAT IS COMPLETELY DISCRETIONARY ON THE PART OF THE LENDER AND THAT THE LENDER HAS ABSOLUTELY NO DUTY OR OBLIGATION TO ADVANCE ANY LOANS. EACH OF THE COMPANY AND THE GUARANTOR UNDERSTANDS THAT WITHOUT REASON, CAUSE OR PRIOR NOTICE, THE LENDER MAY CEASE ADVANCING LOANS AND THE LENDER MAY MAKE DEMAND FOR PAYMENT OF ALL OBLIGATIONS OF THE COMPANY TO THE LENDER AT ANY TIME. EACH OF THE COMPANY AND THE GUARANTOR REPRESENTS AND WARRANTS TO THE LENDER THAT IT IS AWARE OF THE RISKS ASSOCIATED WITH CONDUCTING BUSINESS UTILIZING AN UNCOMMITTED FACILITY.**

If the foregoing accurately reflects the understanding between us, kindly execute the enclosed copy of this letter in the space provided below and return it to us, whereupon this letter shall constitute a binding agreement between us.

Very truly yours,

COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH

By: /s/ Sarah Fleet
Name: Sarah Fleet
Title: Vice President

By: /s/ Michael T. Harder
Name: Michael T. Harder
Title: Executive Director

ACCEPTED AND AGREED TO:

MWV LUXEMBOURG S.à.r.l.

By: /s/ Lawrence S Estrop
Name: Lawrence S Estrop
Title: European Treasury Director

WESTROCK COMPANY

By: /s/ John Stakel
Name: John Stakel
Title: SVP / Treasurer

Appendix A

Each of the Company and the Guarantor hereby covenants that while this Agreement remains in effect or any amount is outstanding in respect of any loan or other obligation to the Lender, it shall, as soon as possible and in any event within five Business Days after the occurrence of each Event of Default and each event which, with the giving of notice or lapse of time, or both, would constitute an Event of Default, deliver to the Lender a statement of the chief financial officer of the Company setting forth details of such Event of Default or other event and the action which the Company has taken and proposes to take with respect thereto.

EXHIBIT A

FORM OF BORROWING REQUEST

[Date]

COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH
245 Park Avenue
New York, NY 10167
Attention: Corporate Services

Re: **MWV Luxembourg S.à.r.l.**

Ladies and Gentlemen:

This Borrowing Request is delivered to you pursuant to the line letter agreement dated as of February 25, 2016 (as amended, supplemented or otherwise modified from time to time, the " **Line Letter** "), among MWV LUXEMBOURG S.à.r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, having its registered office at 163, rue du Kiem, L-8030 Strassen, Luxembourg and having a share capital of EUR 413.246.30 (the " **Company** "), WESTROCK COMPANY (the " **Guarantor** ") and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (the " **Lender** "). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Line Letter or in the Promissory Note dated _____ __, 2016 (as amended, supplemented or otherwise modified from time to time) made by the Company to the Lender.

The Company hereby irrevocably requests a loan in the amount of [$][€]_____.

The requested borrowing date is _____ __, _____.

The maturity date of the loan will be _____ __, ____.

The currency of the loan will be [Dollars][Euro].

The loan will bear interest at the rate specified below plus the margin set forth in the Line Letter:

□ LIBOR

□ the Base Rate

The Interest Period requested by the Company for the loan will be:

□ one Business Day.

□ one month.

□ three months.

□ six months.

□ _____ **[specify]**

The loan will be made by crediting the amount thereof to the following account of the Company: [ ].

The Company hereby represents and warrants as of the date that the loan being requested hereby is made that (i) each of the representations and warranties made by the Company in the Line Letter are true and correct in all material respects on and as of such date as if made on such date, except for those representations and warranties that by their terms were made as of a specified date, which shall be true and correct in all material respects on and as of such specified date, and (ii) no Event of Default (as defined in the Line Letter) or event that with the lapse of time or giving of notice or both would constitute an Event of Default has occurred and is continuing as of such date or after giving effect to the loan being requested hereby.

[Signature page follows]

The Company has caused this Borrowing Request to be executed and delivered, and the representations and warranties contained herein to be made, by a duly authorized representative as of the date first mentioned above.

MWV LUXEMBOURG S.à.r.l.

By: __
Name: __
Title: __

By: __
Name: __
Title: __

-

EXHIBIT B

[Form of Note]

COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH

PROMISSORY NOTE

U.S.$100,000,000 February 25, 2016

The undersigned, for value received promises to pay to **COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH** (hereinafter, together with any successors and permitted assigns, called the *" Lender "*) the principal sum of **ONE HUNDRED MILLION UNITED STATES DOLLARS (U.S.$100,000,000.00)** , or such lesser amount as shall equal the outstanding principal amount of all loans made by the Lender (the *" Loans "*) to the undersigned under that certain letter agreement dated as of the date hereof (the " *Line Letter* ") among MWV Luxembourg S.à.r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, having its registered office at 163, rue du Kiem, L-8030 Strassen, Luxembourg and having a share capital of EUR 413.246.30 (the " *Company* "), WestRock Company, a Delaware corporation (the " *Guarantor* "), and the Lender (capitalized terms used herein but not otherwise defined shall have the meaning assigned thereto in the Line Letter or in the Guarantor Credit Agreement referred to therein, as applicable), payable on demand by the Lender, but in any event not later than the Facility Termination Date, unless the Lender, in its sole discretion and without any obligation to do so, extends such date in writing. The Lender shall have no obligation to make any Loan to the Company. This promissory note is hereinafter referred to as this " *Note* ". For purposes of clarity, this Note evidences the Loans made under the Line Letter and is subject to the terms of the Line Letter.

The Company also promises to the Lender interest on the unpaid principal amount of each Loan evidenced hereby, from the date when made until the principal amount thereof is repaid in full, at such rates and at such times specified in the Line Letter, in each case in accordance with the terms of the Line Letter.

For purposes hereof and the Line Letter, the following terms shall have the following meanings:

" Base Rate " shall mean the rate of interest equal to the highest (redetermined daily) of (i) the per annum rate of interest published in *The Wall Street Journal* as the "prime rate" for such day and if *The Wall Street Journal* does not publish such rate on such day then such rate as most recently published prior to such day, (ii) One Month LIBOR (as defined below) plus 1.00% or (iii) the Federal Funds Rate (as defined below), plus one half of one per cent

(0.5%) per annum. Any change in the Base Rate due to a change in any of such rates referred to above shall be effective as of 12:01 a.m. (New York City time) on the day such change becomes effective. Notwithstanding the foregoing, in no event shall the Base Rate be less than 0.00% per annum.

" One Month LIBOR " shall mean on any day, a per annum rate of interest based on the rate appearing on Reuters (the " *Service* ") Screen LIBOR01 Page (or on any successor or substitute page of the Service, or any successor to or substitute for the Service, providing rate quotations comparable to those currently provided on such page of the Service, as determined by the Lender from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market), at approximately 11:00 a.m. London time on such day, as the representative rate at which banks are offering Dollar deposits in the London interbank market for a term comparable to an Interest Period of one month.

" *Excluded Tax* " means, with respect to any recipient of any payment to be made by or on account of any obligation of the Company or Guarantor hereunder or any of the Loan Documents (each a " *Recipient* "), (a) any Tax on the Recipient's net income or profits (or franchise Tax or branch profits Tax), in each case (i) imposed by a jurisdiction as a result of the Recipient being organized or having its principal office or applicable lending office in such jurisdiction or (ii) that is an Other Connection Tax, (b) any withholding Tax imposed on amounts payable to the Recipient pursuant to a law in effect on the date on which (i) the Recipient acquired its interest in the Loan or (ii) the Recipient designates a new lending office, except in each case to the extent that amounts with respect to such Taxes were payable under the Tax Indemnity either to such Recipient's assignor immediately before such Recipient acquired the applicable interest in the Loan or such Recipient immediately before it changed its lending office, (c) any withholding Taxes attributable to a Recipient's failure to comply with the Forms Requirements (as defined below), (d) any Tax imposed under FATCA and (e) all stamp duty, registration and other similar taxes payable in respect of this Note (and any document referred herein), as a result of any voluntary registration made by any Lender (including any taxes payable due to the registration by the Lender of this Note (and any document in connection therewith) with the *Administration de l'Enregistrement et des Domaines* in Luxembourg), or in connection with any registration of this Note (and any document in connection therewith) for the purposes of any court proceedings before a Luxembourg court or any presentation before a public authority in Luxembourg (" *autorité constituée* "), but (in the case of this clause (e)) only if such registration is not required to enforce the rights of the Lender under this Note.

" *FATCA* " means Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended (the " *Code* "), as of the date hereof (and any amended or successor version that is substantively comparable and not materially more onerous to comply with), and any current or future Treasury regulations or other official administrative interpretations thereof, any agreements entered into pursuant to current Section 1471(b)(1) of the Code (and any

amended or successor version described above) and any intergovernmental agreements implementing the foregoing.

" Federal Funds Rate " shall mean for any day, a rate of interest per annum equal to the weighted average of the rates on overnight Federal Funds transactions with members of the Federal Reserve System arranged by Federal Funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for such day for such transactions received by the Lender from three Federal Funds brokers of recognized standing selected by it.

" *Indemnified Tax* " means any Tax, other than an Excluded Tax, imposed on or with respect to any payment made by or on account of any obligation of the Company under any Loan Document.

" LIBOR " shall mean (a) for any Interest Period for any Loan denominated in Dollars, the interest rate per annum reported on the Service Screen LIBOR01 Page (or on any successor or substitute page of the Service, or any successor to or substitute for the Service, providing rate quotations comparable to those currently provided on such page of the Service, as determined by the Lender from time to time for purposes of providing quotations of interest rates applicable to Dollar deposits in the London interbank market), at or about 11:00 a.m., London time, two (2) Business Days prior to the first day of such Interest Period (rounded upward, if necessary, to the nearest 1/100th of 1%), as the representative rate at which banks are offering Dollar deposits in the London interbank market, for delivery on the first day of such Interest Period, for a term comparable to such Interest Period, and (b) for any Interest Period for any Loan denominated in Euro, the interest rate per annum equal to the Euro interbank offered rate as administered by the Banking Federation of the European Union (or any other person that takes over the administration of such rate) for a deposit in Euro as reported on the Service Screen EURIBOR 01 Page (or on any successor or substitute page of the Service, or any successor to or substitute for the Service, providing rate quotations comparable to those currently provided on such page of the Service, as determined by the Lender from time to time for purposes of providing quotations of interest rates applicable to Euro deposits in the applicable interbank market), at or about 11:00 a.m., Brussels time, on the Quotation Day for such Interest Period (rounded upward, if necessary, to the nearest 1/100% of 1%), as the representative rate at which banks are offering Euro deposits in the applicable interbank market, for delivery on the first day of such Interest Period, for a term comparable to such Interest Period. Notwithstanding the foregoing, in no event shall LIBOR be less than 0.00% per annum.

" *Other Connection Tax* " means, with respect to the Lender or any other recipient of any payment to be made by or on account of any obligation of the Company of Guarantor hereunder, Taxes imposed as a result of any present or former connection between such recipient and the jurisdiction imposing such Tax (other than any connection arising solely

from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to and/or enforced, this Note or the Line Letter).

" *Quotation Day* " means, with respect to any Interest Period, the day on which it is market practice in the applicable interbank market for prime banks to give quotations for deposits in Euro for delivery on the first day of such Interest Period. If such quotations would normally be given by prime banks on more than one day, the Quotation Day will be the last of such days.

" Interest Period " shall mean, with respect to each Loan evidenced hereby, (i) initially, the period commencing on the date of such Loan and ending one Business Day, one week, or one, three or six months thereafter (or such other period as shall be acceptable to the Lender), in each case selected by the Company not less than three Business Days prior to the date on which such Loan is made, and (ii) thereafter, unless the Lender is otherwise notified by the Company as provided below, each period commencing on the last day of the immediately preceding Interest Period for such Loan and ending one Business Day, or one, three or six months thereafter (or such other period as shall be acceptable to the Lender), in each case selected by the Company not less than three Business Days prior to the first day of such period; *provided* that: (a) any Interest Period which would otherwise end on a day which is not a Business Day shall be (i) extended to the next succeeding Business Day or (ii) if such next succeeding Business Day falls in another calendar month, shortened to the next preceding Business Day, except in respect of an Interest Period which ends the next Business Day; (b) any Interest Period of one month or longer which begins on a day for which there is no numerically corresponding day in the calendar month during which such Interest Period is to end shall, subject to the provisions of clause (a) above, end on the last day of such calendar month; (c) if the Company shall fail to select an Interest Period for any reason, it shall be deemed to have elected that the applicable Loan shall bear interest at (i) in the case of a Loan denominated in Dollars, the Base Rate plus the applicable margin for Base Rate Loans or (ii) in the case of a Loan denominated in Euro, LIBOR plus the applicable margin for LIBOR Rate Loans for a one-month Interest Period; and (d) no such Interest Period shall expire after the maturity date of the applicable Loan or the last date specified in the Line Letter.

" Business Day " shall mean any day that is not a Saturday, a Sunday or any other day on which commercial banks in New York or Luxembourg are authorized or required by law to remain closed and (a) with respect to any Loan denominated in Dollars bearing interest at a rate based on LIBOR, the term "Business Day" shall also exclude any day on which banks are not open for dealings in Dollar deposits in the London interbank market and (b) with respect to any Loan denominated in Euro bearing interest at a rate based on LIBOR, the term "Business Day" shall also exclude any day which is not a TARGET Day or any day on which banks in London are not open for general business.

" *TARGET Day* " means any day on which TARGET2 is open for business.

" *TARGET2* " means the Trans-European Automated Real Time Gross Settlement Express Transfer payment system which utilizes a single shared platform and which was launched on November 1, 2007.

" *Taxes* " means present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any governmental authority or by any political subdivision or taxing authority thereof or therein, including all interest, penalties and additions to tax with respect thereto.

The Lender shall record on its books and records or on the schedule to this Note which is a part hereof, the principal amount and date of each Loan made hereunder, the interest rate applicable thereto, the maturity date thereof and all payments of principal made thereon; *provided*, *however*, that prior to the transfer of this Note all such information with respect to all outstanding Loans shall be recorded on the schedule attached to this Note. The Lender's record, whether shown on its books and records or on the schedule to this Note, shall be conclusive and binding upon the Company, absent manifest error, *provided*, *however*, that the failure of the Lender to record any of the foregoing shall not limit or otherwise affect the obligation of the Company to repay all Loans made hereunder, together with all interest thereon and all other amounts payable hereunder.

All payments hereunder shall be made at the office of the Lender at 245 Park Avenue, New York, New York 10167 or at such other place as the Lender may designate, in lawful money of the United States of America and in immediately available funds, without setoff, recoupment, deduction, defense or counterclaim and free and clear of, and, except as required by applicable law, without deduction or withholding for or on account of, any Taxes. If, under applicable law, any Taxes are required to be deducted or withheld from any such payment, to the extent such Taxes are Indemnified Taxes, the Company will pay additional amounts as may be necessary so that the net amount received by the Lender, after withholding or deduction therefor and for any Indemnified Taxes on such additional amounts, will be equal to the amount provided for herein. The Company hereby agrees to indemnify and to hold the Lender harmless against, the full amount of Indemnified Taxes, imposed on or paid by the Lender, and any liability arising therefrom or with respect thereto. The indemnity by the Company provided for in this paragraph shall apply and be made whether or not the Taxes for which indemnification hereunder is sought have been correctly or legally asserted. Amounts payable by the Company under the indemnity set forth in this paragraph shall be paid within ten (10) days from the date on which the Lender makes written demand therefor. The agreements of the Company in this paragraph shall survive the termination of the Loan Documents and the repayment of all Obligations to the Lender. The Company agrees to furnish promptly to the Lender official receipts (or certified copies thereof) evidencing payment of any Taxes so withheld or deducted. If the Lender receives a refund of or credit for any Indemnified Taxes borne by the Company pursuant to this paragraph, the Lender

shall promptly pay such refunded or credited amounts over to the Company. The payment of or indemnity for Indemnified Taxes by the Company described in this paragraph is sometimes referred to herein as the " *Tax Indemnity* ".

If the Lender (or any successor or assign of the Lender) is entitled to an exemption from or reduction of withholding Tax with respect to any payments made under this Agreement or the Loan Documents, at the time or times reasonably requested by the Company or the Guarantor, the Lender (or any such successor or assign of the Lender) will deliver to the Company or the Guarantor, as applicable, such properly completed and executed documentation reasonably requested by the Company or the Guarantor as will permit such payments to be made without withholding or at a reduced rate of withholding (including, with respect to the Lender, Internal Revenue Service Form W-8ECI) (such requirement to deliver documentation described in this paragraph, the " *Forms Requirements* ").

Except as otherwise expressly provided above or in the Line Letter, if any payment due hereunder shall be due on a day that is not a Business Day, payment shall be made on the next succeeding Business Day at such place of payment and interest thereon shall be payable for such extended time.

This Note may be prepaid at any time without premium or penalty except payment of the amounts provided for in the next paragraph. Each prepayment shall be accompanied by all accrued interest on the amount prepaid.

If any payment of the principal of a Loan evidenced hereby (other than Loans bearing interest based on the Base Rate) is made on a day other than the last day of an Interest Period applicable thereto for any reason, including, without limitation, voluntary pre-payment or acceleration, or if the Company fails to borrow any proposed Loan (other than Loans bearing interest based on the Base Rate) after the Lender has arranged funding thereof, or if the interest rate on any Loan is converted as provided herein prior to the last day of the applicable Interest Period, the Company shall pay to the Lender, on demand, the amount of any loss, cost or expense (but, in any event, excluding loss of anticipated profits) (*" Funding Loss "*) incurred by the Lender as a result of the timing of such payment, such failure to borrow or such conversion, including, without limitation, any loss incurred in liquidating or redeploying funds received or borrowed from third parties. The agreements of the Company in this paragraph shall survive the termination of the Loan Documents and the repayment of all Obligations to the Lender. The Lender's computation of any Funding Loss shall be binding on the Company absent manifest error.

In the event that on any date on which LIBOR is to be determined with respect to an Interest Period: (i) the Lender determines that advances or other funding in Dollars or Euro, as the case may be, in the principal amount of the Loan to which such Interest Period applies are not being offered to the Lender in the London or other applicable interbank

market for the applicable Interest Period or (ii) LIBOR does not accurately reflect the cost of the Lender of maintaining or funding the principal amount thereof, then the affected Loan shall, on receipt of notice from the Lender of such circumstances, (A) in the case of a Loan denominated in Dollars, bear interest at a rate per annum equal to the Base Rate and (B) in the case of a Loan denominated in Euro, not be made and the request therefor shall be cancelled.

If the effect of any applicable law, rule or regulation, or the interpretation or administration thereof, or compliance with any request or directive of any governmental authority, is to make it unlawful or impracticable for the Lender to maintain or fund the principal amount of any Loan evidenced hereby, then the affected Loan shall, on receipt by the Company of notice from the Lender of such circumstances, (i) in the case of a Loan denominated in Dollars, bear interest at a rate per annum equal to the Base Rate and (ii) in the case of a Loan denominated in Euro, be repaid promptly.

If the Lender shall determine that the applicability of or the adoption after the date hereof of any law, rule, regulation, request, directive or guideline (domestic or foreign) regarding capital adequacy or liquidity (excluding any Excluded Taxes or Indemnified Taxes but otherwise including, without limitation, (i) all regulations, requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or any United States or foreign regulatory authorities, in each case pursuant to "Basel III" (as amended from time to time, " *Basel III* "), and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111-203 (as amended from time to time, the " *Dodd-Frank Act* ") and all rules, regulations, requests, guidelines or directives in connection therewith), or any change in any of the foregoing or in the enforcement, interpretation or administration of any of the foregoing by any court or any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Lender, or any corporation or other entity which directly or indirectly controls the Lender (each such corporation or other entity is hereinafter referred to as a " *Controlling Person* ") (or any lending office of the Lender or any Controlling Person), with any request or directive regarding capital adequacy or liquidity (whether or not having the force of law) of any such court, authority, central bank or comparable agency, has or would have the effect of reducing the rate of return on the Lender's capital or on the capital of a Controlling Person, if any, as a consequence of the Lender funding or maintaining the principal amount of any Loan, to a level below that which the Lender or such Controlling Person could have achieved but for such applicability, adoption, change or compliance (taking into consideration the Lender's policies and the policies of such Controlling Person with respect to capital adequacy and liquidity) by an amount deemed by the Lender to be material, then , upon demand by the Lender, the Company shall pay to the Lender from time to time as specified by the Lender such additional amount or amounts as will compensate the Lender or such

Controlling Person for any such reduction suffered. In determining such additional amounts, the Lender shall be permitted to use any reasonable allocation methods.

If the Lender shall determine that the adoption of or any change in law, rule, regulation or guideline (domestic or foreign) or in the enforcement, interpretation or administration thereof by any court or any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof or compliance by the Lender with any request or directive (whether or not having the force of law) by any governmental authority, central bank or comparable agency made after the date hereof shall at any time (A) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against loans or other extensions of credit made by the Lender, or (B) subject loans or other extensions of credit made by the Lender to any assessment or other cost (other than Taxes) or (C) impose on the Lender or any applicable interbank market any other or similar condition or any cost or expense (other than Taxes) regarding or affecting this Note or any Loan, and the result of any event referred to in clause (A), (B) or (C) above shall be to reduce any amounts receivable by the Lender hereunder or increase the cost to the Lender of funding or maintaining any Loan by an amount which the Lender shall deem to be material, then , upon demand by the Lender, the Company shall pay to the Lender from time to time as specified by the Lender, such additional amount or amounts as will compensate the Lender for such increased cost or reduction. For purposes of this Note, the Dodd-Frank Act and Basel III, and all rules, regulations, requests, guidelines or directives in connection with the Dodd-Frank Act or Basel III shall be deemed to have become effective, enacted and adopted after the date hereof.

Determinations by the Lender pursuant to the two preceding paragraphs shall be conclusive absent manifest error, and the provisions of such two paragraphs shall survive termination of the Loan Documents and repayment of all Obligations to the Lender. If the Lender (or any successor or assign of the Lender) requests compensation under either of the two preceding paragraphs, or if the Company or the Guarantor is required to pay any Taxes pursuant to the eighth preceding paragraph, then the Lender (or such successor or assign) will use reasonable efforts to designate a different lending office for funding or booking its commitments hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of the Lender (or such successor or assign), such designation or assignment (i) would eliminate or reduce amounts payable pursuant to the two preceding paragraphs or the eighth preceding paragraph, as the case may be, in the future and (ii) would not subject the Lender (or such successor or assign) to any unreimbursed cost or expense and would not otherwise be advantageous to the Lender (or such successor or assign). The Company hereby agrees to pay all reasonable, documented out-of-pocket costs and expenses incurred by any the Lender (or such successor or assign) in connection with any such designation or assignment.

The Company may, at any time (but subject to the Company's obligation to indemnify the Lender for any Funding Loss as described above), elect to convert any Loan (other than a Loan denominated in Euro) from a Base Rate Loan to a LIBOR Loan, or from a LIBOR Loan to a Base Rate Loan. To make such an election, the Company shall notify the Lender of such election by telephone, and such notification shall specify the effective date of such election (which shall be a Business Day), whether the resulting Loan is to be a Base Rate Loan or a LIBOR Loan, and if the resulting Loan is to be a LIBOR Loan, the Interest Period applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

Without limiting the right of the Lender to demand payment of the Loans evidenced hereby at any time in its sole discretion, if any of the following events (each, an " *Event of D* e *fault* ") shall occur:

i) Payments . The Company shall fail to make when due (including by mandatory prepayment) any principal payment with respect to the Loans, or the Company shall fail to make any payment of interest, fee or other amount payable hereunder within three (3) Business Days of the due date thereof; or

ii) Covenants . The Company or the Guarantor shall fail to observe or perform any covenant or agreement contained in this Note or any other Loan Document (other than any covenant described in clause (i) above) and such failure shall remain unremedied for thirty (30) days after the earlier of (a) a Responsible Officer of the Company or the Guarantor obtaining knowledge thereof and (b) written notice thereof shall have been given to the Company or the Guarantor by the Lender; or

iii) Representations . Any representation or warranty made or deemed to be made by the Company or the Guarantor or by any of their respective officers under this Note or any other Loan Document, or in any certificate or other document submitted to the Lender by any such Person pursuant to the terms of this Note or any other Loan Document, shall be incorrect in any material respect when made or deemed to be made or submitted; or

iv) Guarantor Credit Agreement . Any "Event of Default" under and as defined in the Guarantor Credit Agreement shall occur and be continuing; or

v) Bankruptcy . The Company or the Guarantor shall commence a voluntary case concerning itself under the Bankruptcy Code or applicable foreign bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation laws; or makes a proposal to its creditors or files notice of its intention to do so, institutes any other proceeding under applicable law seeking to adjudicate it a bankrupt or an insolvent, or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection,

moratorium, relief, stay of proceedings of creditors, composition of it or its debts or any other similar relief; or an involuntary case for bankruptcy is commenced against the Company or the Guarantor and the petition is not dismissed within sixty (60) days after commencement of the case; or a custodian (as defined in the Bankruptcy Code), receiver, receiver-manager, trustee or similar official under applicable foreign bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation laws is appointed for, or takes charge of, all or any substantial part of the property of the Company or the Guarantor; or the Company or the Guarantor commences proceedings of its own bankruptcy or insolvency or to be granted a suspension of payments or any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction, whether now or hereafter in effect, relating to the Company or the Guarantor or there is commenced against the Company or the Guarantor any such proceeding which remains undismissed for a period of sixty (60) days; or the Company or the Guarantor is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or the Company or the Guarantor suffers any appointment of any custodian, receiver, receiver-manager, trustee or the like for it or any substantial part of its property to continue undischarged or unstayed for a period of sixty (60) days; or the Company or the Guarantor makes a general assignment for the benefit of creditors; or the Company or the Guarantor shall fail to pay, or shall state that it is unable to pay, or shall be unable to pay, its debts generally as they become due; or the Company or the Guarantor shall call a meeting of its creditors with a view to arranging a composition or adjustment of its debts; or the Company or the Guarantor shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing; or any corporate action is taken by the Company or the Guarantor for the purpose of effecting any of the foregoing; or

vi) Change in Control . The Company shall cease to be a direct or indirect wholly owned Subsidiary of the Guarantor;

then, upon notice by the Lender to the Company, the Obligations evidenced by this Note shall become due and payable forthwith without presentment, protest or further demand or notice of any kind, all of which are hereby waived by the Company; provided , however , that if any event described in clause (v) shall occur with respect to the Company or the Guarantor, all such Obligations shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby waived by the Company.

Any demand of payment of this Note and any notice by the Lender shall be sufficiently made upon or given to the Company if sent by hand delivery or other courier or delivery service, by mail (postage prepaid) or facsimile to the last address or facsimile number of the Company known to the Lender (which, as of the date hereof, is specified in

the Line Letter) or made or given by any other means reasonably calculated to come to the attention of the Company (whether or not in fact received by it), and shall be deemed to have been made or given upon delivery (in the case of hand delivery or other courier or delivery service), mailing (in the case of mail) or sending (in all other cases) thereof.

This Note and the other Loan Documents shall be binding on the Company and its successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns, provided that the Company shall not have the right to assign its rights or obligations hereunder or thereunder or any interests herein or therein without the Lender's prior written consent and any purported assignment by the Company without such consent shall be void and of no force or effect. In the event the Lender notifies the Company of any permitted assignment by the Lender of its rights and obligations, if any, under this Note, (a) such assignment shall be effective on the date set forth in such notice, (b) such assignee shall succeed to and assume all of the Lender's rights and obligations, if any, under this Note, and (c) the Lender shall be released from all of such obligations; provided that the Lender shall not have the right to assign its rights or obligations hereunder or thereunder or any interest herein or therein without the prior written consent of the Company and any purported assignment by the Lender without such consent shall be void and of no force and effect; provided further that (i) no such consent of the Company shall be required if an Event of Default has occurred and is continuing at the time of such assignment or if such assignment is to an Affiliate of the Lender and (ii) no such assignment may be made to a natural person or a Disqualified Institution.

No delay on the part of the holder hereof in exercising any of its powers, rights or remedies shall operate as a waiver thereof nor shall any partial or single exercise thereof preclude, limit or impair any other, further or future exercise thereof or the exercise of any other power, right or remedy. The powers, rights and remedies of the holder hereof specified herein are cumulative and in addition to any other powers, rights and remedies which the holder may otherwise have under any other agreement and under applicable law.

This Note shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws. The Company hereby agrees that any legal action or proceeding against the Company with respect to this Note may be brought in the courts of the State of New York in The City of New York or of the United States of America for the Southern District of New York as the Lender may elect, and, by execution and delivery hereof, the Company accepts and consents to, for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and agrees that such jurisdiction shall be exclusive, unless waived by the Lender in writing, with respect to any claim, action or proceeding brought by it against the Lender and any questions relating to usury. The Company further agrees that sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York as in effect from time to time shall apply to this Note and waives any right to stay or to dismiss any action or proceeding brought before said courts on the basis of forum non conveniens . Nothing

herein shall limit the right of the Lender to bring proceedings against the Company in any other jurisdiction. The Company irrevocably consents to the service of process in any such legal action or proceeding by personal delivery or by the mailing thereof by the Lender by registered or certified mail, return receipt requested, postage prepaid, to the address of the Company specified in the Line Letter, such service of process by mail to be deemed effective on the fifth day following such mailing. The Company agrees that a final judgment in any such legal action or proceeding shall be conclusive and may be enforced in any manner provided by law.

AFTER REVIEWING THIS PROVISION SPECIFICALLY WITH ITS COUNSEL, EACH OF THE COMPANY AND THE LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS NOTE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE COMPANY OR THE LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER TO EXTEND CREDIT TO THE COMPANY.

If any provision of this Note is invalid or unenforceable under the laws of any jurisdiction, then, to the fullest extent permitted by law, (i) such provision shall be ineffective to the extent of such invalidity or unenforceability, without invalidating or affecting the enforceability of the remainder of such provision or the remaining provisions of this Note; and (ii) such invalidity or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction.

This Note (together with the other Loan Documents) embodies the entire agreement and understanding between the Lender and the Company and supersedes all prior agreements and understandings relating to the subject matter hereof.

No amendment, modification, termination, waiver or discharge, in whole or in part, of this Note, nor consent to any departure by the Company therefrom, shall be effective unless the same shall be in writing and signed by the Company and the Lender. Any such amendment, modification, termination, waiver, discharge or consent shall be effective only in the specific instance and for the purpose for which given. No amendment, modification, termination, waiver, discharge or consent by the Lender shall, of itself, entitle the Company to any other or further amendment, modification, termination, waiver, discharge or consent in similar or other circumstances. No notice to or demand on the Company in any case shall, of itself, entitle it to any other or further notice or demand in similar or other circumstances.

The Company hereby waives presentment, demand for payment, protest, notice of protest, notice of dishonor and any or all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note.

MWV LUXEMBOURG S.à.r.l.

By: __
Name: __
Title: __

By: __
Name: __
Title: __

Schedule to Promissory Note

Date	Amount of Loan	Interest Rate	Maturity Date	Amount of Payment	Notation Made By

Exhibit 31.1

CERTIFICATION ACCOMPANYING PERIODIC REPORT
PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002

I, Steven C. Voorhees, Chief Executive Officer and President, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of WestRock Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9, 2016

/s/ Steven C. Voorhees

Steven C. Voorhees

Chief Executive Officer and President

A signed original of this written statement required by Section 302, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 302, has been provided to WestRock Company and will be retained by WestRock Company and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 31.2

CERTIFICATION ACCOMPANYING PERIODIC REPORT
PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002

I, Ward H. Dickson, Executive Vice President and Chief Financial Officer, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of WestRock Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9, 2016

/s/ Ward H. Dickson

Ward H. Dickson

Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 302, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 302, has been provided to WestRock Company and will be retained by WestRock Company and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.1

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

In connection with the Quarterly Report on Form 10-Q of WestRock Company (the " **Corporation** "), for the quarter ended March 31, 2016 , as filed with the Securities and Exchange Commission on the date hereof (the " **Report** "), the undersigned, Steven C. Voorhees, Chief Executive Officer and President of the Corporation, and Ward H. Dickson, Executive Vice President and Chief Financial Officer of the Corporation, each certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

/s/ Steven C. Voorhees

Steven C. Voorhees
Chief Executive Officer and President
May 9, 2016

/s/ Ward H. Dickson

Ward H. Dickson
Executive Vice President and Chief Financial Officer
May 9, 2016