

POTANIN VLADIMIR O
Form SC 13D
April 17, 2009

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934*

PLUG POWER INC.

(Name of Issuer)

Common Stock, par value \$0.01 per share

(Title of Class of Securities)

72919P103

(CUSIP Number)

Marianna Zakharova

9, Bolshaya Yakimanka Street

119180 Moscow

Russia

+7 (495) 785 63 61

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

December 26, 2008

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box

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Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be filed for the purpose of Section 18 of the Securities Exchange Act of 1934 (the Act), or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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CUSIP No. 72919P103

1	Names of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) VLADIMIR O. POTANIN	
2	Check the Appropriate Box if a Member of a Group	
	(a)	<input type="radio"/>
	(b)	<input checked="" type="radio"/>
3	SEC Use Only	
4	Source of Funds OO	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e)	<input type="radio"/>
6	Citizenship or Place of Organization Russian Federation	
	7	Sole Voting Power 0
Number of Shares Beneficially Owned by Each Reporting Person	8	Shared Voting Power 0
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 0
	11	Aggregate Amount Beneficially Owned by Each Reporting Person 0
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares	<input type="radio"/>
13	Percent of Class Represented by Amount in Row (11) 0.0%	
14	Type of Reporting Person IN	

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Statement of

Vladimir O. Potanin

Pursuant to Section 13(d) of the Securities Exchange Act of 1934
in respect of

Plug Power Inc.

Explanatory Note: This Statement on Schedule 13D is being filed by Mr. Vladimir O. Potanin (Mr. Potanin) to disclose that he does not beneficially own more than five percent of the common stock, par value \$0.01 per share (the Common Stock), of Plug Power Inc., a Delaware corporation (Plug Power). Previously, Mr. Potanin, by virtue of his indirect ownership of MMC Norilsk Nickel (Norilsk Nickel), service as a director and Chairman of the board of directors of Norilsk Nickel, and indirect ownership of Branton Limited, could, pursuant to Section 13(d) of the Act and rules of the Securities and Exchange Commission adopted thereunder, have been deemed to have the power to vote or direct the voting of and the power to dispose or direct the disposition of, the 44,626,939 shares of Common Stock (the Shares) previously owned by Smart Hydrogen Inc. (Smart Hydrogen) and now owned by OJSC Third Generation Company of the Wholesale Electricity Market (WGC-3). Pursuant to Rule 13d-1(k)(1) of the Act, Mr. Potanin made joint filings on Schedule 13D with Smart Hydrogen, Norilsk Nickel, Clayburn Development Inc., Branton Limited, and Mikhail D. Prokhorov in respect of the Shares. See the Statement on Schedule 13D of Smart Hydrogen Inc., Norilsk Nickel, Clayburn Development Inc., Branton Limited, Mikhail D. Prokhorov, and Mr. Potanin, originally filed on April 20, 2006, as amended by Amendment No. 1 filed on June 29, 2006, Amendment No. 2 filed on April 24, 2008, Amendment No. 3 filed on May 15, 2008, Amendment No. 4 filed on October 21, 2008, and Amendment No. 5 filed on December 23, 2008 (such Schedule 13D, as so amended, the Joint Statement), relating to the Common Stock of Plug Power.

As previously reported in the Joint Statement, on December 20, 2008, Smart Hydrogen sold the Shares to WGC-3. Following such sale, WGC-3 has beneficial ownership of the Shares and neither Branton nor Smart Hydrogen have any beneficial ownership of the Shares. As of December 26, 2008, Mr. Potanin no longer serves as the Chairman of the board of directors or as a director of Norilsk Nickel. Mr. Potanin does not have the power to vote or direct the voting of, or the power to dispose or direct the disposition of, the Shares.

Item 1. Security and Issuer

This Statement relates to the Common Stock of Plug Power. Plug Power's principal executive offices are located at 968 Albany-Shaker Road, Latham, New York 12110.

Item 2. Identity and Background

Mr. Potanin is a citizen of the Russian Federation whose present principal occupation is President of Holding Company Interros (ZAO), a closed joint stock company organized under the laws of the Russian Federation. As of the date hereof, Mr. Potanin beneficially owns 25% plus one share of the outstanding capital stock of Norilsk Nickel. Mr. Potanin's principal business address is 9, Bolshaya

Yakimanka Street, Moscow 119180, Russia. During the past five years, Mr. Potanin has not been convicted in a criminal proceeding, excluding traffic violations or similar misdemeanors. During the last five years, Mr. Potanin has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction where as a result of such proceeding he was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, United States federal or state securities laws or finding any violation with respect to such laws.

Item 4.

Purpose of the Transaction

As previously disclosed, on December 20, 2008, Smart Hydrogen sold the Shares to WGC-3. Following such sale, WGC-3 has beneficial ownership of the Shares and neither Branton nor Smart Hydrogen have any beneficial ownership of the Shares. As of December 26, 2008, Mr. Potanin no longer serves as the Chairman of the board of directors or as a director of Norilsk Nickel. Mr. Potanin does not have the power to vote or direct the voting of, or the power to dispose or direct the disposition of, the Shares.

Except as set forth in this Statement, Mr. Potanin does not have any present plans or proposals that relate to or would result in the occurrence of any of the events specified in clauses (a) through (j) of the instructions to Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

The information included in Items 2 and 4 of this Statement is hereby incorporated by reference into this Item 5.

(a) - (b) Mr. Potanin does not own any Common Stock of Plug Power.

(c) No transactions in the Common Stock were effected in the past 60 days by Mr. Potanin.

(d) All persons known to have the right to receive or the power to direct the dividends from, or the proceeds from the sale of, the securities described in this Item 5 are described in this Statement.

(e) As of December 26, 2008, Mr. Potanin does not beneficially own more than five percent of the Common Stock of Plug Power.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Joint Statement is hereby incorporated by reference into this Item 6.

Except as described in this Statement, Mr. Potanin does not have any contract, arrangement, understanding, or relationship (legal or otherwise) with any person with respect to any securities of Plug Power, including but not limited to transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: April 17, 2009

VLADIMIR O. POTANIN

/s/ Vladimir O. Potanin
Vladimir O. Potanin

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K. David Kohler

Common Stock

44,184(12)

*

Patrick C. Lynch

Common Stock

166,825(13)

*

Erin A. Matts

Common Stock

4,398(14)

*

James B. Miller, Jr.

Common Stock

58,184(15)

*

Sheryl D. Palmer

Common Stock

9,134(16)

*

Raymond S. Willoch.

Common Stock

41,663(17)

*

All executive officers and directors (18 persons)

Common Stock

1,246,619(18)

1.9%

*Less than 1%.

Percent of class is based on 64,362,009 shares outstanding on March 1, 2017 and is calculated assuming that the beneficial owner or group of beneficial owners has exercised any conversion rights, options or other rights to

(1) subscribe held by such beneficial owner that are exercisable within 60 days of March 1, 2017, and that no other conversion rights, options or rights to subscribe have been exercised by anyone else.

(2) Based upon information included in statements as of December 31, 2016 provided to the Company and filed with the Securities and Exchange Commission by such beneficial owners.

According to BlackRock, various persons have the right to receive or the power to direct the receipt of dividends from or the proceeds from the sale of such shares, and no one person's interests in such shares exceeds 5% of the total outstanding shares of Common Stock. It states that it has sole voting power with respect to 7,259,729 of such shares, and sole dispositive power with respect to all of such shares.

(3)

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The Vanguard Group, Inc. is an investment advisor, and states that it has sole voting power with respect to (4) 123,496 of such shares, shared voting power with respect to 7,600 of such shares, sole dispositive power with respect to 5,389,609 of such shares, and shared dispositive power with respect to 127,672 of such shares.

(5) Includes 6,766 restricted shares.

(6) Includes 6,766 restricted shares.

(7) Includes 19,804 restricted shares.

(8) Includes 6,766 restricted shares, and 5,000 shares that may be acquired by Mr. Gable pursuant to exercisable stock options.

(9) Includes 64,258 restricted shares.

(10) Includes 43,039 restricted shares, 4,655 shares held indirectly through the Company's 401(k) plan, and 35,072 shares held indirectly by family trusts.

Includes 6,766 restricted shares, and 5,000 shares that may be acquired by Mr. Kennedy pursuant to exercisable stock options. Mr. Kennedy serves on the Board of Trustees of Ariel Mutual Funds, for which Ariel Investments, (11) LLC serves as investment advisor and performs services which include buying and selling securities on behalf of the Ariel Mutual Funds. Mr. Kennedy disclaims beneficial ownership of all shares held by Ariel Investments, LLC as investment advisor for Ariel Mutual Funds.

(12) Includes 6,766 restricted shares.

(13) Based on beneficial ownership as of December 15, 2016, which was Mr. Lynch's last day of employment with the Company. Includes 29,294 restricted shares.

(14) All are restricted shares.

(15) Includes 6,766 restricted shares, and 5,000 shares that may be acquired by Mr. Miller pursuant to exercisable stock options.

(16) Includes 6,766 restricted shares.

- (17) Based on beneficial ownership as of January 1, 2017, which was Mr. Willoch's last day of employment with the Company. Includes 26,663 restricted shares.
- (18) Includes 317,444 restricted shares, and 25,000 shares that may be acquired by all executive officers and directors as a group pursuant to exercisable stock options.

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COMPENSATION DISCUSSION AND ANALYSIS

This Compensation Discussion and Analysis describes the compensation program for the Company's Named Executive Officers. For 2016, these individuals were:

Daniel T. Hendrix, the Company's Chairman and former Chief Executive Officer, who retired from the role of Chief Executive Officer effective March 3, 2017 and who has also served as the Company's interim principal financial officer since December 15, 2016;

Patrick C. Lynch, the Company's former Senior Vice President and Chief Financial Officer, who departed the Company on December 15, 2016;

Jay D. Gould, the Company's Chief Executive Officer, who served as the Company's President and Chief Operating Officer during 2016 and until March 3, 2017;

Raymond S. Willoch, the Company's former Senior Vice President and General Counsel, who retired from the Company effective January 1, 2017; and

Robert A. Coombs, the Company's Senior Vice President (Division President – Asia-Pacific).

Overall Philosophy and Objectives

The Company's compensation program is designed in a manner intended to both attract and retain a highly-qualified, motivated and engaged management team whose focus is on enhancing shareholder value. The Company believes a straightforward program that is readily understood and endorsed by its participants best serves these goals, and has constructed a program that contains (1) multiple financial elements, (2) clear and definitive targets, (3) challenging but attainable objectives, and (4) specified performance metrics. More specifically, the objectives of the Company's management compensation program include:

Establishing strong links between the Company's performance and total compensation earned – i.e., “paying for performance”;

Providing incentives for executives to achieve specific performance objectives;

Promoting and facilitating management stock ownership, and thereby motivating management to think and act as owners;

Emphasizing the Company's mid and long-term performance, thus enhancing shareholder value; and

Offering market competitive total compensation opportunities to attract and retain talented executives.

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Table of Contents**Program Design and Administration**

The Compensation Committee of the Board of Directors, which is composed entirely of independent directors, has developed and administers the Company's executive pay program to provide compensation commensurate with the level of financial performance achieved, the responsibilities undertaken by the executives, and the compensation packages offered by comparable companies. The program currently consists of four principal components, each of which is designed to drive a specific behavioral focus, which in turn helps to provide specific benefits to the Company:

Program Component	Behavioral Focus	Ultimate Benefit to Company
Competitive base salary	Rewards individual competencies, performance and level of experience	Assists with attraction and retention of highly-qualified executives, and promotes management stability
Annual cash bonuses based on achievement of established goals	Rewards operational results of specific business units and Company as a whole	Aligns individual interests with overall short term (typically annual) objectives, and reinforces "pay for performance" program goals
Long-term incentives	Rewards engagement, longevity, sustained performance and actions designed to enhance overall shareholder value	Aligns individual interests with the long-term investment interests of shareholders, and assists with retention of highly-qualified executives
Other elements such as special incentives, retirement benefits and elective deferred compensation	Rewards targeted operational results, engagement and longevity, and sustained performance	Focuses enhanced efforts on a particular key objective (e.g., debt reduction), aligns individual interests with the long-term investment interests of shareholders, assists with the attraction and retention of highly-qualified executives, and promotes management stability

The Company strives to structure various elements of these program components so that a large portion of executive compensation is directly linked to advancing the Company's financial performance and the interests of shareholders.

The Committee establishes base salaries for the executive officers, including the Named Executive Officers listed in the "Summary Compensation Table" included in this Proxy Statement. The Committee also administers the annual

bonus program, the long-term incentive program, retirement benefits, deferred compensation arrangements, and, when applicable, special incentive programs.

The Committee has directly engaged Pearl Meyer & Partners, a nationally recognized, independent compensation consultant, to provide input on compensation matters. The services performed by Pearl Meyer may vary according to the particular needs of the engagement, but typically will consist of providing a market or peer group overview of compensation elements, including salary, bonus, long-term incentives and special incentives. For 2016, the corporate peer group included: Acuity Brands, Inc.; Albany International Corp.; Apogee Enterprises, Inc.; Armstrong World Industries, Inc.; BE Aerospace, Inc.; The Dixie Group, Inc.; Herman Miller, Inc.; HNI Corporation; Kimball International, Inc.; Knoll, Inc.; Mohawk Industries, Inc.; Steelcase, Inc.; Unifi, Inc.; and USG Corp. Pearl Meyer also periodically conducts a business performance review of our Company compared with other companies, to assist the Committee in making its compensation decisions. The work of Pearl Meyer to date has not raised any conflict of interest.

The Committee also seeks compensation input from the Company's Chairman, Chief Executive Officer, Chief Human Resources Officer, and General Counsel. In addition, the Committee takes into account publicly available data relating to the compensation practices and policies of other companies within and outside the Company's industry. Furthermore, the policies and programs described below are subject to change as the Committee deems necessary from time to time to respond to economic conditions, meet competitive standards and serve the objectives of the Company and its shareholders.

The Board, in conjunction with management, has reviewed our compensation policies and practices as generally applicable to our employees and determined that they do not encourage excessive risk or unnecessary risk taking and do not otherwise create risks that are reasonably likely to have a material adverse effect on the Company.

Discussion of Principal Elements of Compensation Program

Base Salaries

The Committee generally strives to set base salaries at the market median (50th percentile) of salaries offered by other employers in our industry and other publicly traded companies with characteristics similar to the Company (size, growth rate, etc.), based, by and large, on information provided by our independent compensation consultant while also considering internal equalization policies of the Company. Some of the companies considered from time to time are included in the list of companies comprising the "self-determined peer group" index used by our independent compensation consultant and used to create the stock performance graph included in the Company's Annual Report on Form 10-K for the year ended January 1, 2017.

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In addition, the Committee may consider other factors when setting individual salary levels, which may result in salaries somewhat above or below the targeted amount. These factors include the executive's level of responsibility, achievement of goals and objectives, tenure with the Company, and specific background or experience, as well as external factors such as the availability of talent, the recruiting requirements of the particular situation, and general economic conditions and rates of inflation.

Base salary adjustments for executive officers generally are made (if at all) annually and are dependent on the factors described above. In 2016, Mr. Gould received a base salary increase of 6.7% and each of the other Named Executive Officers (other than Mr. Coombs, who did not receive any increase) received a base salary increase of 3%, representing an aggregate increase of approximately \$105,411 for those four Named Executive Officers.

Please see the "Summary Compensation Table" included in this Proxy Statement for the salaries paid to the Named Executive Officers in 2016.

Annual Bonuses

The Committee administers the shareholder-approved Executive Bonus Plan, which provides bonus opportunities for Company executives. The bonus opportunities provide an incentive for executives to earn compensation based on the achievement of important corporate or business unit (division or subsidiary) financial performance. In determining the appropriate bonus opportunities, the Committee seeks to establish potential awards that, when combined with annual salary, place the total overall cash compensation opportunity for the Company's executives at the market 50th percentile for comparable companies, provided that the performance objectives are substantially achieved.

2016 Annual Bonus Structure

For 2016, each executive officer of the Company, including the Chief Executive Officer, was assigned a bonus potential, and a personalized set of annual financial objectives. The Chief Executive Officer's bonus potential was 130% of base salary, the Chief Operating Officer's bonus potential was 115% of base salary, and the bonus potential for the other Named Executive Officers was 90% of base salary. Actual awards could range from 0% to 150% of the bonus potential, depending on the degree to which the established financial objectives were achieved, and were paid on an annual basis approximately 60 days following the end of the year

In 2016, 100% of the bonus potential for the Chief Executive Officer, Chief Financial Officer and each of the other Named Executive Officers was based on measurable financial objectives. For Messrs. Hendrix, Lynch, Gould and Willoch, these objectives consisted of operating income and cash flow, and the relative weights assigned to these financial objectives were 75% and 25%, respectively. For Mr. Coombs (who manages the Company's Asia-Pacific division), the objectives and relative weights assigned were divisional operating income (40%), consolidated operating income (25%), divisional cash flow (15%), and divisional gross profit (20%). In addition, if at least one of the Company's three principal operating divisions (Americas, Europe or Asia-Pacific) paid a bonus under the formula applicable to that division, the corporate level executives (Messrs. Hendrix, Lynch, Gould and Willoch) were eligible to receive a pro rata bonus based on the percentage that the successful division's (or divisions') revenues bears to consolidated revenue.

For each financial objective, the Committee establishes a threshold amount, a goal amount, and a maximum amount. The threshold amount must be achieved in order for any bonus amount to be earned with respect to that objective (and no bonus is payable whatsoever if the threshold amount for operating income is not exceeded). A pro rata bonus amount is earned based upon (i) the degree to which the threshold amount (resulting in a "cut in" payout equal to 25% of the bonus potential for that criterion) is exceeded, up to the goal amount (resulting in a payout equal to 100% of the bonus potential for that criterion), or (ii) the degree to which the goal amount (resulting in a payout equal to 100% of the bonus potential for that criterion) is exceeded, up to the maximum amount (resulting in a payout equal to 150% of the bonus potential for that criterion). The approach to goal setting involves a process of reviewing, among other things, our prior year's financial performance, our annual operating plan, and our short-term and long-term strategic objectives. We also take into account the need for setting goals that are challenging yet reasonably achievable so as to provide a competitive pay package necessary for the retention of our talent. With respect to cash flow in particular, the Committee sets the targets, in its discretion, taking into account anticipated growth initiatives, capital expenditures, research and development costs, debt maturities, and other cash uses that the Committee deems relevant. Given this methodology, the Committee believes that the threshold level, while challenging, is reasonably likely to be achieved in normalized market conditions, the goal amount is achievable with strong management performance, and the maximum amount would encourage and reward outstanding performance.

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For example, the 2016 annual thresholds, goals and maximums that were applicable for our Chief Executive Officer, excluding accruals for bonuses and restructuring charges, were as follows:

<u>Criteria</u>	<u>Threshold</u>	<u>Goal</u>	<u>Maximum</u>
Operating Income	\$104,000,000	\$144,000,000	\$154,000,000
Cash Flow	\$30,000,000	\$45,000,000	\$60,000,000

For 2016, each of the Named Executive Officers received a bonus, which appears in the “Summary Compensation Table” included in this Proxy Statement, as their respective performance objectives were determined to have been achieved, in part, during the year. For Messrs. Hendrix, Gould, Lynch and Willoch, the actual achievement was approximately 76% of bonus opportunity, and for Mr. Coombs, the actual achievement was approximately 118% of bonus opportunity.

2017 Annual Bonus Structure

The annual incentive awards for fiscal year 2017 are structured in a manner similar to the annual incentive awards in 2016, except that (i) the performance objectives and relative weights for divisional presidents (such as Mr. Coombs) have been changed to divisional operating income (50%), consolidated operating income (25%) and divisional cash flow (25%), and (ii) the corporate level executives’ pro rata bonus opportunity based on divisional achievement has been eliminated.

Long-Term Incentives

The Committee administers the shareholder-approved Interface, Inc. Omnibus Stock Incentive Plan (the “Omnibus Stock Plan”), which is an equity-based plan that allows for long-term incentive awards such as restricted stock, performance shares and stock options. The Omnibus Stock Plan provides for the grant to key employees and directors of the Company and its subsidiaries of restricted stock, incentive stock options (which qualify for certain favorable tax treatment), nonqualified stock options, stock appreciation rights, deferred shares, performance shares and performance units. The size of the awards made to individual officers is based on an evaluation of several factors, including the officer’s level of responsibility, the officer’s base salary and the Company’s overall compensation objectives. The amount and nature of prior equity incentive awards also are generally considered in determining new Omnibus Stock Plan awards for executive officers.

Long-term incentives are intended to attract and retain outstanding executive talent, create a direct link between shareholder and executive interests by focusing executive attention on increasing shareholder value, and motivate executives to achieve specific performance objectives. For instance, stock options (when granted) have an exercise price equal to at least 100% of the market price of the underlying Common Stock on the date of grant. Thus, the stock options only have value if the market price of the Company's stock rises after the grant date. Additionally, restricted stock and performance share awards generally vest, in whole or in part, over a period of multiple years (three years for grants made in recent years), giving the executive an incentive to remain employed with the Company for a significant time period to have the opportunity to vest in an award. Moreover, awards of restricted stock and performance shares may vest earlier if specific performance criteria designed to drive shareholder value are met. All equity awards (whether restricted stock, performance shares or otherwise) will have a minimum vesting period or minimum performance period of at least one year.

Description of Available Awards

Restricted Shares

Awards of restricted shares under the Omnibus Stock Plan generally vest over a period of multiple years following the date of award. The Committee may, in its discretion, also establish performance criteria for these awards, and the restricted shares may vest earlier if such performance criteria are satisfied. Unvested awards are also subject to forfeiture under certain circumstances. All restricted shares awarded to date have been made without consideration from the participant (although the Omnibus Stock Plan authorizes the Committee, in connection with any award, to require payment by the participant of consideration, which can be less than the fair market value of the award on the date of grant). Awards of restricted stock generally will not be transferable by the participant other than by will or applicable laws of descent and distribution.

Performance Shares

Performance shares are awards reflected in a bookkeeping entry that records the equivalent of one share of Common Stock that may subsequently be earned and payable (and issued) to the participant if specified performance criteria established by the Committee are satisfied. Awards of performance shares may be settled in Common Stock, cash, or a combination thereof, at the Company's election. Grants of performance shares may provide for the payment to the participant of dividend equivalents on a current, deferred or contingent basis. Awards of performance shares generally will not be transferable by the participant other than by will or applicable laws of descent and distribution.

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Stock Options

Options granted under the Omnibus Stock Plan may be incentive stock options (as defined in Section 422 of the Internal Revenue Code of 1986, as amended), nonqualified stock options or a combination of the foregoing, although only employees are eligible to receive incentive stock options. All options under the Omnibus Stock Plan will be granted at an exercise price per share equal to not less than 100% of the fair market value of the Common Stock on the date the option is granted. Options may be structured to vest over a period of multiple years. Options granted under the Omnibus Stock Plan expire following a pre-determined period of time after the date of grant (which may not be more than 10 years after the grant date), and generally will terminate on the date three months following the date that a participant's employment with the Company terminates.

The Company receives no consideration upon the granting of an option. Full payment of the option exercise price must be made when an option is exercised. The exercise price may be paid in cash or in such other form as the Committee may approve, including shares of Common Stock valued at their fair market value on the date of option exercise. Options generally will not be transferable by the holder thereof other than by will or applicable laws of descent and distribution.

The Committee has not granted stock options to any executive officer in the past three years.

Other Potential Awards

The Omnibus Stock Plan also provides for the award of stock appreciation rights, deferred shares and performance units. Through the end of 2016, the Committee had not granted any of these types of awards.

Recent Omnibus Stock Plan Awards to Named Executive Officers

In January 2015, each of the Named Executive Officers received an award of restricted stock. These awards are eligible to performance vest to the extent that the Company's earnings per share plus dividends reaches or exceeds specified levels during the three-year performance period of 2015 to 2017 (the goal was approximately 15% compound annual growth for 2015 and 10% compound annual growth thereafter). Half of the award became eligible to vest based on results in the first year of the performance period, and all of the award was eligible to vest based on results in the second or third year. Fifty percent of any unvested shares (i.e., shares that had not performance vested) from the 2015 award would vest on the third anniversary of the grant date if the executive remained employed by the

Company at that time. In February 2016, the first half of these awards vested based on the Company's level of earnings per share plus dividends achieved in 2015. The second half of these awards vested in February 2017 based on the Company's level of earnings per share plus dividends achieved in 2016. (Mr. Gould also had a time-based award of restricted stock that vested half in January 2016 and half in January 2017.)

For 2016, the Committee modified the equity award program and divided each executive's award into three equal subparts.

The first subpart of each 2016 award was granted as restricted stock, and the shares will vest 100% on the third anniversary of the grant date, if the executive remains employed with the Company until that date. The executive also has the right to receive any cash dividends paid on the restricted stock, throughout the three-year term.

The second subpart of the 2016 award was granted as performance shares, with an opportunity for part of the award to vest based on the Company's earnings per share ("EPS") in each of the years 2016 and 2017, and any shares that have not previously vested have the opportunity to vest based on the Company's EPS in 2018. The amount of performance shares that vest will be determined pro rata based upon (i) the degree to which an applicable EPS threshold level is achieved (at which point 25% of the performance shares would vest) or exceeded up to an applicable EPS target level (at which point 100% of the performance shares would vest), or (ii) the degree to which the applicable EPS target level is exceeded up to an applicable EPS maximum level (at which point two times the nominal performance shares would vest). There is no "time vesting" opportunity for this subpart. "Dividend equivalents" will accrue on these awards of performance shares and be paid only if and when the related performance shares vest.

The third subpart of the 2016 award also was granted as performance shares, with an opportunity for the award to vest based on the Company's cumulative operating income during the three-year performance period of 2016-2018. The pro rata vesting structure and dividend equivalent provisions are essentially the same as those described for the second subpart above.

None of the 2016 awards have vested for any of the Named Executive Officers, except that Mr. Lynch vested in a pro rata (1/3) amount of his 2016 awards based upon his termination without cause in December 2016.

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The 2017 equity awards are structured in a manner similar to the 2016 awards. One-third of the 2017 awards was granted as restricted stock with the same vesting and dividend provisions described above. The other two-thirds were granted in a single award of performance shares with two separate, independent vesting criteria. The first vesting criterion is the Company's EPS during the years 2017 to 2019, structured in the same way described above with respect to the 2016 awards. The second vesting criterion is based on the Company's total shareholder return ("TSR") compared with its peer group during the three-year performance period of 2017 to 2019 with the following vesting opportunities (less any shares vested under the EPS criteria described above):

<u>TSR Percentile 2017-2019</u>	Amount Vests (% of Nominal Award)
Less than 50 th	0%
50 th to 75 th	Pro rata 50% to 100%
Greater than 75 th	100%

The 2017 awards also include a "double trigger" change-in-control vesting provision whereas the 2016 and earlier awards included "single trigger" change-in-control vesting provisions. In other words, the 2017 awards would not vest based solely on the occurrence of a change in control alone; rather, there must be "second trigger" of either (i) an involuntary separation from service or (ii) a separation from service for "Good Reason" (essentially, resignation in the face of negative changes in executive's employment relationship with the Company).

Stock Ownership and Retention Guidelines

To further tie the financial interests of Company executives to those of shareholders, the Committee has established stock ownership and retention guidelines. For 2016, the Committee increased the stock ownership and retention guidelines, so that executives are now expected to accumulate a number of shares (unrestricted) of the Company's Common Stock having a value equaling three times base salary in the case of the Chief Executive Officer and two times base salary in the case of the other executive officers (based on salaries and the stock price at the time the new guidelines were adopted). The expectation is for executives to reach this ownership level by March 2020. As of the end of 2016, Messrs. Hendrix and Coombs already had met this new target. Mr. Gould remained in compliance with the prior guideline and substantially increased his ownership towards reaching the new target by 2020. (Messrs. Lynch and Willoch are no longer employees of the Company.) To facilitate accomplishing the ownership targets, executive officers generally are expected to retain at least one-half of the net after-tax shares (i.e., the net shares remaining after first selling sufficient shares to cover the anticipated tax liability and, in the case of stock options, the exercise price) obtained upon the vesting of restricted stock and the exercise of stock options.

Directors also are subject to stock ownership requirements. Directors are required to hold 2,000 unrestricted shares. Any new director is required to accumulate these shares by the second anniversary of his or her election. All current directors have met this stock ownership standard, except Ms. Matts (who was elected as a director in October 2016).

As a guideline, non-employee directors also are expected to retain during their tenure all of the net after-tax shares obtained upon the vesting of restricted stock and at least one-half of the net after-tax shares obtained upon the exercise of stock options.

The Company has a policy that generally prohibits all of its employees, officers and directors from engaging in short sales or trading in puts, calls and other options or derivatives with respect to the securities of the Company.

Other Elements of Compensation Program

In addition to the principal compensation program elements described above, the Company has adopted a number of other elements to further its compensation program goals. They are as follows:

401(k) Plan and Other Defined Contribution Plans	Severance Agreements
Elective Deferred Compensation Program	Perquisites
Pension/Salary Continuation Programs	Special Incentive Programs

401(k) Plan and Other Defined Contribution Plans

The Company maintains the Interface, Inc. Savings and Investment Plan (the “401(k) Plan”), a tax-qualified 401(k) plan which provides its U.S.-based employees a convenient and tax-advantaged opportunity to save for retirement. The Company’s Named Executive Officers who are based in the United States are eligible to participate in the 401(k) Plan on the same terms as other executive and non-executive employees based in the United States, and receive the same benefits afforded all other participants. Under the 401(k) Plan, all participating employees are eligible to receive matching contributions that are subject to vesting over time. The Company periodically evaluates the level of matching contributions afforded participant employees to ensure competitiveness in the marketplace. The Company matches 50% of the first 6% of the employee’s eligible compensation (capped by statutory limitations) that the employee contributed to the 401(k) Plan.

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Mr. Coombs participates in a defined contribution plan in Australia called a “superannuation plan”. Pursuant to this plan, the Company contributed \$17,993 to Mr. Coombs’s account in 2016.

Elective Deferred Compensation Program

The Company also maintains the Interface, Inc. Nonqualified Savings Plan (the “Nonqualified Plan”) for certain U.S.-based “highly compensated employees” (as such term is defined in applicable IRS regulations), including the Named Executive Officers who are based in the United States. The compensation level required to participate in the Nonqualified Plan was \$120,000 in total annual compensation, and the Company had 103 participants in the plan (including both current and former employees) at the end of 2016. As with the Company’s 401(k) Plan, the Named Executive Officers who are based in the United States are eligible to participate in the Nonqualified Plan on the same terms as other executive and non-executive eligible employees based in the United States, and receive the same benefits afforded all other participants. Under the Nonqualified Plan, all eligible employees can elect to defer, on a pre-tax basis, a portion of their salary and/or annual bonus compensation. The Company matches 50% of the first 6% of the employee’s eligible salary and bonus that was deferred, less any potential Company matching amounts under the 401(k) Plan.

The Nonqualified Plan also contains a “Key Employee Retirement Savings Benefit” feature to permit discretionary contributions to certain key employees’ accounts (in a separately tracked sub-account) to enhance retirement savings and to couple such contributions with vesting structures that will promote the retention of such key employees. In each of the years 2014 and 2015, the Compensation Committee made a Key Employee Retirement Savings Benefit contribution of \$50,000 to the Nonqualified Plan account of Mr. Lynch (no contribution was made in 2016). This contribution would vest 50% upon his reaching age 50 and 50% upon his reaching age 55, assuming continuous service with the Company until such ages, or would vest in the event of a termination without cause.

Please see the “Non-Qualified Deferred Compensation” table included in this Proxy Statement for further details regarding the Nonqualified Plan, as well as the Company’s Named Executive Officers’ contributions, earnings and account balances applicable to the Nonqualified Plan for fiscal year 2016.

Pension/Salary Continuation Programs

Foreign Defined Benefit Plans

The Company has trustee-administered defined benefit retirement plans (“Pension Plans”) which cover certain of its overseas employees. The benefits are generally based on years of service and the employee’s average monthly compensation. As determined by their respective trustees, the investment objectives of the Pension Plans are to maximize the return on the investments without exceeding the limits of prudent pension fund investment and to ensure that the assets ultimately will be sufficient to exceed minimum funding requirements. The goal is to optimize the long-term return on plan assets at a moderate level of risk, by balancing higher-returning assets, such as equity securities, with less volatile assets, such as fixed income securities. The assets are managed by professional investment firms and performance is evaluated periodically against specific benchmarks. The Pension Plans’ net assets did not include any shares of the Company’s own stock at January 1, 2017. None of our Named Executive Officers are participants.

Salary Continuation Plan

Historically, the Company has maintained a nonqualified Salary Continuation Plan designed to induce selected employees of the Company to remain in the employ of the Company by providing them with retirement, disability and death benefits in addition to those that they may receive under the Company’s other benefit programs. As of the end of 2016, Messrs. Hendrix and Willoch were the only employees participating in the Salary Continuation Plan, and the Committee has determined that the plan is closed to new participants.

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The Salary Continuation Plan entitles participants to (i) retirement benefits upon normal retirement from the Company at age 65 (or early retirement as early as age 55) after completing at least 15 years of service with the Company (unless otherwise provided in the plan), payable for the remainder of their lives (or, if elected by a participant, a reduced benefit is payable for the remainder of the participant's life and any surviving spouse's life) and in no event for less than 10 years under the death benefit feature; (ii) disability benefits payable for the period of any pre-retirement total disability; and (iii) death benefits payable to the designated beneficiary of the executive for a period of up to 10 years. The annual retirement benefit for retirement at age 65 is 50% of the executive's final average earnings (defined as the average of the salary and bonus paid by the Company for the four individual calendar years of the executive's highest compensation during the last eight full calendar years of the executive's employment with the Company ending on or prior to the effective date of the executive's retirement), which decreases proportionately to 30% of final average earnings for early retirement at age 55. The annual disability benefit is structured to essentially equate to 66% of current pay (salary and bonus) at the time of disability. The annual death benefit, for the 10-year payment period, is 50% of final average earnings, for a pre-retirement death, or a continuation of the actual retirement payments for the balance of the 10-year period (if any) for a post-retirement death (assuming no election of spousal survival benefits). The Company's obligations under the Salary Continuation Plan are currently unfunded (although the Company uses insurance instruments in an irrevocable grantor ("rabbi") trust to hedge its exposure thereunder); however, the Company is required to contribute the full present value of its obligations thereunder to a rabbi trust in the event of a "Change in Control" (as such term is defined in the Salary Continuation Plan) of the Company.

Pursuant to the Salary Continuation Plan, the Company has maintained Salary Continuation Agreements with each of Named Executive Officers Hendrix and Willoch since 1986 and 1996, respectively. (The Company most recently amended and restated the Salary Continuation Agreements with Messrs. Hendrix and Willoch in January 2008, primarily to comply with Section 409A of the Internal Revenue Code of 1986, as amended. The benefits under their amended and restated agreements are substantially similar to those under their respective prior agreements.) The individual Salary Continuation Agreements contain essentially all of the benefit terms and conditions, and those agreements control in the event of any conflict with the Salary Continuation Plan document. Please see the "Pension Benefits" table included in this Proxy Statement for information about the Salary Continuation Plan benefits applicable to Messrs. Hendrix and Willoch.

Severance Agreements

The Company has Employment and Change in Control Agreements in effect with each of the Named Executive Officers. These agreements generally provide for certain benefits (salary, bonus, medical benefits, etc.) in the event of a Named Executive Officer's termination of employment without "cause" (as defined in the agreements), as well as certain benefits upon his resignation, death or disability. These agreements also contain provisions placing restrictions on a Named Executive Officer's ability to compete with the Company, or solicit its customers or employees, for a specified period of time following termination of employment. These agreements also provide for certain benefits in the event of a termination of employment in connection with a "Change in Control" (as defined in the agreements) of the Company.

Please see the further discussion below in the “Potential Payments Upon Termination or Change of Control” section of this Proxy Statement regarding the respective employment and change in control agreements of the Company’s Named Executive Officers.

Perquisites

In order to provide a market competitive total compensation package to certain of the Company’s executive officers, including the Named Executive Officers, the Company provides those limited perquisites that it believes enable its Named Executive Officers to perform their responsibilities efficiently and with minimal distractions. The perquisites provided to one or more Named Executive Officers in 2016 included the following:

- Company-provided automobile/allowance Long-term care and life insurance
- Tax return preparation services Split dollar insurance agreement (for Mr. Hendrix only)
- Company-provided telephone

Please see the “Summary Compensation Table” included in this Proxy Statement (and the notes thereto) for a more detailed discussion of these perquisites and their valuation.

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Special Incentive Programs

From time to time, in its discretion, the Committee may implement special incentive programs which provide executives an opportunity to earn additional compensation if specific performance objectives are met. Special incentive programs are used when the Committee recognizes a need or desire for the Company to achieve one or more targeted strategic or financial objectives (such as stock price appreciation, debt reduction, cash accumulation, or attainment of a specified financial ratio), in addition to those objectives generally covered by annual bonuses and long-term incentives. The time period for achievement of the objectives may vary from less than a year to a multiple-year period. In each case, the performance objectives are designed to represent challenging but achievable targets that will serve to align the interests of executives with the interests of shareholders, and encourage executives to think and act as owners.

No special incentive programs were applicable during 2014-2016.

Compensation Deductibility

An income tax deduction under federal law will be generally available for annual compensation in excess of \$1 million paid to the chief executive officer and the named executive officers of a public corporation only if that compensation is “performance-based” and complies with certain other tax law requirements. Executive compensation under the Company’s Executive Bonus Plan, described above, meets these requirements and therefore qualifies for an income tax deduction under federal law.

Although the Committee considers deductibility issues when approving executive compensation elements, the Company and the Committee believe that other compensation objectives, such as attracting, retaining and providing incentives to qualified managers, are important and may supersede the goal of maintaining deductibility. Consequently, the Company and the Committee may make compensation decisions without regard to deductibility when it is deemed to be in the best interests of the Company and its shareholders to do so.

COMPENSATION COMMITTEE REPORT

The Compensation Committee of the Board of Directors has reviewed and discussed with management the “Compensation Discussion and Analysis” section of this Proxy Statement. Based on such review and discussions, the Compensation Committee recommended to the Board of Directors that the “Compensation Discussion and Analysis”

section be included in this 2017 Proxy Statement and incorporated by reference into the Company's Annual Report on Form 10-K for the year ended January 1, 2017, filed with the Securities and Exchange Commission.

THE COMPENSATION COMMITTEE

Andrew B. Cogan (Chair)
Sheryl D. Palmer

COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION

None of the executive officers of the Company served as either (1) a member of the Compensation Committee or (2) a director of any entity of which any member of the Compensation Committee is an executive officer. In addition, none of the executive officers of the Company served as a member of the compensation committee of any entity of which any member of the Board of Directors is an executive officer.

Table of Contents**EXECUTIVE COMPENSATION AND RELATED ITEMS****Summary Compensation Table**

The following table provides information about the compensation paid by the Company and its subsidiaries to the Company's Named Executive Officers for each of the past three fiscal years.

Name and Principal Position	Year	Salary	Bonus	Stock Awards	Option Awards	Non-Equity Incentive Plan Compensation	Change in Pension Value and Nonqualified Deferred Earnings	All Other Compensation	Total
		(b)	(c)	(d)(1)	(e)(2)	(f)	(g)(3)	(h)(4)	(i)(5)
Daniel T. Hendrix, Chairman and Former CEO	2016	1,011,000	--	2,223,395	--	992,297	1,617,135	185,493	6,029,320
	2015	981,300	--	1,635,000	--	1,912,897	1,404,405	232,887	6,166,489
	2014	952,752	--	1,873,520	--	368,477	1,040,484	204,061	4,439,294
Patrick C. Lynch, Former Senior Vice President and CFO	2016	456,000	--	516,600	--	345,800	--	55,874	1,374,274
	2015	443,200	--	490,500	--	598,121	--	117,645	1,649,466
	2014	430,300	--	558,863	--	124,895	--	112,869	1,226,927
Jay D. Gould, President and CEO	2016	800,000	--	1,189,523	--	694,600	--	68,863	2,752,986
	2015	701,923	--	1,366,762	--	1,067,375	--	61,031	3,197,091
Raymond S. Willoch, Former Senior VP and General Counsel	2016	456,000	--	602,511	--	309,852	471,931	55,964	1,896,258
	2015	443,200	--	490,500	--	598,121	268,007	64,461	1,864,289
	2014	430,300	--	558,863	--	124,895	448,200	60,763	1,623,021

Robert A. Coombs	2016	348,324	--	496,608	--	368,659	--	124,820	1,338,411
Senior Vice President	2015	353,309	--	408,750	--	417,115	--	129,230	1,308,404
(Division President)*	2014	380,609	--	425,800	--	52,319	--	131,257	989,985

Mr. Coombs is paid in Australian dollars. In calculating the U.S. dollar equivalent for disclosure purposes, the *Company has converted each payment in Australian dollars into U.S. dollars based on the exchange rate in effect as of the end of the year (AUS\$1 to \$0.72 for 2016, AUS\$1 to \$0.73 for 2015, and AUS\$1 to \$0.81 for 2014).

(1) The Company paid no discretionary bonuses, or bonuses based on performance metrics that were not pre-established and communicated to the Named Executive Officers. All cash bonus awards were performance-based. These payments, which were made under the Company's Executive Bonus Plan, are reported in the "Non-Equity Incentive Plan Compensation" column (column (g)).

(2) The amounts reported in the "Stock Awards" column are computed based upon the grant date fair values as of the respective grant dates. See the Note entitled "Shareholders' Equity" to the Consolidated Financial Statements in the Company's Annual Report on Form 10-K for the year ended January 1, 2017, regarding assumptions underlying valuation of equity awards. See the "Grants of Plan-Based Awards" table included in this Proxy Statement for additional information about equity awards granted in 2016, and the "Outstanding Equity Awards at Fiscal Year-End" table included in this Proxy Statement for information with respect to awards outstanding at year-end 2016. The ultimate payout value with respect to the "Stock Awards" included in column (e) may be significantly less than the amounts shown, and possibly zero, depending on the Company's financial performance at the end of the performance or restricted period and the recipient's tenure of employment. For a description of the performance criteria, please see the discussion contained in the "Compensation Discussion and Analysis" section herein.

(3) The amounts reported in the "Non-Equity Incentive Plan Compensation" column reflect the amounts earned by and paid to each Named Executive Officer under the Company's Executive Bonus Plan. The material provisions of the Executive Bonus Plan are more fully described in the "Compensation Discussion and Analysis" section included herein.

(4) The amounts reported in the "Change in Pension Value and Nonqualified Deferred Compensation Earnings" column represent aggregate changes in the actuarial present value of the Named Executive Officers' accumulated benefit under the Company's Salary Continuation Plan (for Messrs. Hendrix and Willoch). Messrs. Lynch, Gould and Coombs do not participate in a Pension Plan or the Salary Continuation Plan. The Company does not pay any above-market interest (or any guaranteed interest rate) on its Nonqualified Plan. See the "Pension Benefits" table of this Proxy Statement for information about these benefits afforded each of the Company's Named Executive Officers.

(5) The amounts reported in the "All Other Compensation" column reflect, for each Named Executive Officer, the sum of (i) the incremental cost to the Company of all perquisites and other personal benefits, and (ii) amounts

contributed by the Company to the 401(k) Plan, Nonqualified Plan or superannuation plan (collectively, the “Company Retirement Plans”). The material provisions of the Company Retirement Plans are contained in the “Compensation Discussion and Analysis” section herein.

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The following table outlines those perquisites and all other compensation required by SEC rules to be separately quantified that were provided to the Company's Named Executive Officers during 2016.

Name	Automobile	Telephone	Long-Term	Split Dollar Insurance Premiums	Other	Dividends	Company Contributions to Retirement Plans
			Care and Life Insurance Premiums			on Restricted Stock	
	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
Daniel T. Hendrix	15,022	4,456	2,742	72,032	4,500	20,469	66,272
Patrick C. Lynch	19,015	2,682	1,924	--	1,600	6,445	24,208
Jay D. Gould	15,000	3,676	2,476	--	--	14,261	33,450
Raymond S. Willoch	18,258	2,102	2,467	--	2,250	5,866	25,021
Robert A. Coombs	--	14,993	--	--	86,969	4,865	17,993

Automobile/Automobile Allowance. Each of the Named Executive Officers except Mr. Coombs were provided with use of a company-provided automobile or an automobile allowance, plus fuel and maintenance.

Telephone. The Company paid certain fees associated with the Named Executive Officers' use of company-provided cellular telephones.

Long-Term Care and Life Insurance. The Company paid certain premiums associated with long-term care and life insurance policies covering Messrs. Hendrix, Lynch, Gould and Willoch.

Split Dollar Insurance Agreement with Daniel T. Hendrix. The Company is a party to a split dollar insurance agreement (the "Hendrix Split Dollar Agreement") with Mr. Hendrix. Pursuant to the Hendrix Split Dollar Agreement,

Mr. Hendrix has obtained an insurance policy on his life, and the Company pays the premiums on such policy as an additional employment benefit for Mr. Hendrix. The annual premium is \$72,032. Mr. Hendrix is the owner of the policy, and has assigned to the Company a portion of the death benefit that is equal to the greater of (i) the total amount of the unreimbursed premiums paid by the Company with respect to the policy, or (ii) the death benefit under the policy in excess of \$2,000,000. The Company's portion totaled \$2,606,444 as of January 1, 2017. The balance of the death benefits (\$2,000,000) will be payable to the beneficiaries of the policy designated by Mr. Hendrix.

Other. The Company paid certain fees or costs associated with tax return preparation on behalf of Messrs. Hendrix, Lynch and Willoch. For Mr. Coombs, the amount represents reimbursement of housing expenses.

Dividends on Restricted Stock. In 2016, the Company paid on all outstanding Common Stock of the Company (including restricted stock) dividends of \$0.05 per share in each of the first two quarters and \$0.06 per share in each of the last two quarters. The amounts in the "Dividends on Restricted Stock" column reflect dividends on the restricted shares of each Named Executive Officer in 2016.

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Contributions to Retirement Plans. The Company makes matching contributions, on the same terms and using the same formulas as for other participating employees, to each U.S.-based Named Executive Officer's account under the 401(k) Plan and the Nonqualified Plan, as applicable.

The amounts reflected below represent the contributions by the Company:

Name	Year	Company	Company
		Contribution	Contribution
		To 401(k)	To
		Plan	Nonqualified
			Plan
		(\$)	(\$)
Daniel T. Hendrix	2016	7,950	58,322
	2015	7,950	50,726
	2014	6,500	47,587
Patrick C. Lynch	2016	7,950	16,258
	2015	7,950	64,580
	2014	7,800	63,763
Jay D. Gould	2016	7,950	25,500
	2015	7,950	--
Raymond S. Willoch	2016	7,950	17,071
	2015	7,950	14,580
	2014	7,800	13,763

The Company's contributions to the Nonqualified Plan of Mr. Lynch included a \$50,000 discretionary contribution under the Key Employee Retirement Savings Benefit in years 2014 and 2015 and each is subject to vesting criteria as described in the "Compensation Discussion and Analysis" section included herein. As a non-U.S. employee, Mr. Coombs is ineligible to participate in the 401(k) Plan and the Nonqualified Plan. Mr. Coombs does participate in a defined contribution plan in Australia, where the company's contribution to his plan account was \$17,993 in 2016, \$18,250 in 2015, and \$20,250 in 2014.

(6) In 2016, salary as a percentage of total compensation (excluding change in pension value) for each of Messrs. Hendrix, Lynch, Gould, Willoch and Coombs was 22.9%, 33.2%, 29.1%, 32.0%, and 26.0%, respectively. In

2015, this percentage for each of Messrs. Hendrix, Lynch, Gould, Willoch and Coombs was 20.6%, 26.9%, 22.0%, 27.8%, and 27.0%, respectively. In 2014, this percentage for each of Messrs. Hendrix, Lynch, Willoch and Coombs was 28.0%, 35.1%, 36.6% and 38.4%, respectively. As reflected in column (d), the Company paid no discretionary bonuses.

Table of Contents**Grants of Plan-Based Awards in 2016**

The following table provides information about awards granted to the Company's Named Executive Officers in 2016, as well as potential future payments associated therewith.

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards (1)			Estimated Future Payouts Under Equity Incentive Plan Awards			Grant Date Fair Value of Stock and Option Awards
		Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)	Target (#)	Maximum (#)	
(a)	(b)	(c)	(d)	(e)	(f)	(g)(2)	(h)	(l) (3)
Daniel T. Hendrix	01-13-16	328,575	1,314,300	1,971,450	21,520	86,078	172,156	1,482,263
	01-13-16	--	--	--	--	43,039	43,039	741,132
Patrick C. Lynch	01-13-16	102,600	410,400	615,600	5,832	23,326	46,652	401,674
	01-13-16	--	--	--	--	14,294	14,294	246,143
Jay D. Gould	01-13-16	230,000	920,000	1,380,000	11,513	46,052	92,104	793,015
	01-13-16	--	--	--	--	23,026	23,026	396,508
Raymond S. Willoch	01-13-16	102,600	410,400	615,600	5,832	23,326	46,652	401,674
	01-13-16	--	--	--	--	11,663	11,663	200,837
Robert A. Coombs*	01-13-16	78,373	313,492	470,237	4,807	19,226	38,452	331,072
	01-13-16	--	--	--	--	9,613	9,613	165,536

* Estimated potential payments under Non-Equity Incentive Plan Awards for Mr. Coombs are converted into U.S. dollars based on the exchange rate as of the end of fiscal year 2016.

The payment amounts reflected in columns (c), (d) and (e) represent amounts associated with awards potentially earned for fiscal 2016 by the Company's Named Executive Officers under the Company's Executive Bonus Plan. The total bonus opportunity under the Executive Bonus Plan (expressed as a percentage of 2016 base salary) was (1) 130% for Mr. Hendrix, 115% for Mr. Gould, and 90% for the other Named Executive Officers, and up to 150% of the bonus opportunity may be earned for maximum achievement. Certain additional material provisions of the Executive Bonus Plan are more fully described in the "Compensation Discussion and Analysis" section included herein.

The amounts reflected in column (g) represent the number of shares of restricted stock and performance shares granted to the executives in January 2016 under the Omnibus Stock Plan. See the Compensation Discussion and (2) Analysis herein for additional information on these awards. These shares of restricted stock and performance share are included in the "Stock Awards" column (column (e)) of the Summary Compensation Table.

The amounts reflected in column (l) represent the dollar value of restricted stock and performance shares awarded (3) to the executives, calculated by multiplying the number of shares (assuming target payout) awarded by the closing price of the Company's Common Stock as reported by the Nasdaq Stock Market on the trading date immediately preceding the date of grant.

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Outstanding Equity Awards at 2016 Fiscal Year-End

The following table provides information about the number of shares covered by exercisable and unexercisable options and unvested restricted stock awards outstanding and held by the Company's Named Executive Officers as of January 1, 2017.

Name	Option Awards			Stock Awards					
	(a)	(b)	(c)	(d)	(e)	(f)	(g)(1)	(h)(2)	(#)
	Number of Securities Underlying Unexercised Options	Number of Securities Underlying Exercised Options	Equity Incentive Plan Awards: Number of	Option Exercise Price	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested	Market Value of Shares or Units of Stock That Have Not Vested	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested

								(i)	(\$)
									(j)
Daniel T. Hendrix	--	--	--	--	--	93,039	1,725,873	86,078	1,596,747
Patrick C. Lynch	--	--	--	--	--	--	--	--	--
Jay D. Gould	--	--	--	--	--	64,823	1,202,467	46,052	854,265
Raymond S. Willoch	--	--	--	--	--	26,663	494,599	23,326	432,697
Robert A. Coombs	--	--	--	--	--	22,113	410,196	19,226	356,642

Restricted stock awards that have not yet vested are subject to forfeiture by the Named Executive Officers under certain circumstances. For a description of the related performance criteria, please see the discussion contained in (1) the “Compensation Discussion and Analysis” section herein. The restricted stock vesting dates for each Named Executive Officer range from 2016-2018.

The market value referenced above is based on the closing price of \$18.55 per share of the Company’s Common (2) Stock on December 30, 2016 (the last trading day of the Company’s 2016 fiscal year), as reported by the Nasdaq Stock Market.

Table of Contents**Option Exercises and Stock Vested in 2016**

The following table provides information about the number and corresponding value realized during 2016 with respect to (i) the exercise of stock options, and (ii) the vesting of restricted stock for each of the Company's Named Executive Officers.

Name	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise	Value Realized on Exercise	Number of Shares Acquired on Vesting	Value Realized on Vesting
(a)	(#)	(\$)	(#)	(\$)
	(b)	(c)	(d)	(e)(1)
Daniel T. Hendrix	--	--	188,000	3,175,320
Patrick C. Lynch	--	--	86,290	1,485,839
Jay D. Gould	--	--	41,797	690,662
Raymond S. Willoch	--	--	57,250	966,953
Robert A. Coombs	--	--	48,500	819,165

(1) The dollar amount is determined by multiplying (i) the number of shares vested by (ii) the closing price of our Common Stock on the Nasdaq Stock Market on the day preceding the vesting date.

2016 Pension Benefits

The following table provides information about the pension benefits for each of the Company's Named Executive Officers.

Name	Plan Name	Number of Years Credited Service	Present Value of Accumulated Benefit	Payments During Last Fiscal Year
(a)	(b)(1)	(#)	(\$)	(\$)
		(c)	(d)	(e)
Daniel T. Hendrix	Salary Continuation Plan	More than 15	12,723,258	--
Patrick C. Lynch	--	--	--	--
Jay D. Gould	--	--	--	--
Raymond S. Willoch	Salary Continuation Plan	More than 15	4,399,917	--
Robert A. Coombs	--	--	--	--

The benefits under the Salary Continuation Plan vest upon 15 years of service and attainment of the age of 55, with maximum benefit accruing at age 65. Messrs. Hendrix and Willoch are the only Named Executive Officers participating in the Salary Continuation Plan, and each has reached age 55. The above values assume (1) commencement of payment of the maximum benefit at age 65. All other assumptions are the same as are used for financial reporting purposes under generally accepted accounting principles. The Compensation Committee has determined that the Salary Continuation Plan is closed to any new participants.

Table of Contents**2016 Non-Qualified Deferred Compensation**

The following table provides information about the contributions, earnings and account balances of the Company's applicable deferred compensation plans for each of the Company's Named Executive Officers.

Name	Executive Contributions in Last FY	Company Contributions in Last FY	Aggregate Earnings in Last FY	Aggregate Withdrawals/ Distributions	Aggregate Balance at Last FYE
(a)(1)	(\$)	(\$)	(\$)	(\$)	(\$)
	(b)	(c)(2)	(d)	(e)	(f)(3)
Daniel T. Hendrix	493,115	50,725	41,477	--	1,496,308
Patrick C. Lynch	48,415	30,837	69,533	--	1,159,377
Jay D. Gould	48,900	--	2,376	--	51,276
Raymond S. Willoch	50,043	14,580	470	(77,622)	28,062
Robert A. Coombs	--	--	--	--	--

The Company maintains the Nonqualified Plan for certain U.S.-based "highly compensated employees" (as such term is defined in applicable IRS regulations), including each of the Named Executive Officers. As with the (1) Company's 401(k) Plan, the Named Executive Officers are eligible to participate in the Nonqualified Plan on the same terms as other eligible executive and non-executive employees based in the United States, and receive the same benefits afforded all other participants.

Under the Nonqualified Plan, all eligible employees can elect to defer, on a pre-tax basis, a portion of their salary and/or annual bonus compensation. Each participant elects when the deferred amounts will be paid out, which can be during or after employment, subject to the provisions of Section 409A of the Internal Revenue Code. The employee earns a deferred return based on deemed investments in mutual funds selected by the employee from a list provided by the Company. The investment risk is borne entirely by the employee participant. Gains and losses are credited based on the participant's election of a variety of deemed investment choices. Participants' accounts

may or may not appreciate, and may even depreciate, depending on the performance of their deemed investment choices. None of the deemed investment choices provide interest at above-market rates (or any guaranteed interest rate). The Company has established an irrevocable grantor (“rabbi”) trust to hold, invest and reinvest deferrals and contributions under the Nonqualified Plan, and all deferrals are paid out in cash upon distribution.

The amounts reported in column (c) reflect, for each Named Executive Officer (as applicable), the actual amounts (2) contributed by the Company to the Nonqualified Plan during fiscal year 2016 (including contributions in 2016 with respect to compensation deferrals in 2015).

The amounts reported in column (d) were not reported as compensation to the Named Executive Officers in the (3) Company’s Summary Compensation Table. However, the Company’s matching contributions reported in column (c) are included in the “All Other Compensation” column of the Company’s Summary Compensation Table.

Table of Contents**2016 Director Compensation**

The following table provides information about the compensation paid to the Company's directors in 2016 (excluding Messrs. Hendrix and Gould, each of whom is a Named Executive Officer and does not receive additional compensation for Board or Committee service and whose compensation is presented in the Summary Compensation Table included herein).

Name	Fees Earned or Paid in Cash	Stock Awards	Option Awards	Non-Equity Incentive Plan Compensation	Change in	All Other Compensation	Total
					Pension Value and Nonqualified Deferred Compensation Earnings		
(a)	(b)(1)	(c)(2)	(d)(3)	(e)	(f)	(g)(4)	(h)
	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
John P. Burke	85,000	79,911	--	--	--	1,454	166,365
Edward C. Callaway	45,000	79,911	--	--	--	661	125,572
Andrew B. Cogan	87,500	79,911	--	--	--	1,454	168,865
Carl I. Gable	95,000	79,911	--	--	--	1,454	176,365
Christopher G. Kennedy	95,000	79,911	--	--	--	1,454	176,365
K. David Kohler	85,000	79,911	--	--	--	1,454	166,365
Erin A. Matts	20,000	--	--	--	--	--	20,000
	85,000	79,911	--	--	--	1,454	166,365

James B. Miller, Jr.

Harold M. Paisner	42,500	79,911	--	--	--	661	123,072
Sheryl D. Palmer	87,500	79,911	--	--	--	1,042	168,453

For fiscal year 2016, the Company's non-employee directors ("outside directors") were paid an annual director's fee of \$80,000. Outside directors who serve on the Audit Committee, the Compensation Committee and the Nominating & Governance Committee were paid an additional \$5,000 per year, except that the respective (1) Chairpersons of the Audit Committee, Compensation Committee and Nominating & Governance Committee were paid an additional \$10,000 per year (rather than \$5,000). In addition, the lead independent director of the Board was paid an incremental \$10,000 per year. Directors also were reimbursed for expenses in connection with attending Board and Committee meetings.

The amounts reported in the "Stock Awards" column are computed based upon the aggregate grant date fair value of the respective awards. See the Note entitled "Shareholder's Equity" to the Consolidated Financial Statements in the Company's Annual Report on Form 10-K for the year ended January 1, 2017, regarding assumptions underlying valuation of equity awards. The ultimate payout value may be significantly less than the amounts shown, and (2) possibly zero, depending on the recipient's tenure as a director. In 2016, each of the directors listed in the table received an award of 4,736 shares of restricted stock having a grant date fair value of \$16.89 per share. As of January 1, 2017, each of these directors held an aggregate of 6,611 shares of restricted stock that had not vested, except that (i) Ms. Palmer held 4,736 shares of restricted stock, and (ii) Ms. Matts held no restricted stock.

Any amounts reported in the "Option Awards" column would have been computed based upon the aggregate grant date fair value of the respective awards. However, no stock options were granted to directors in 2016. As of (3) January 1, 2017, each of Messrs. Gable, Kennedy and Miller held 5,000 outstanding options. The other directors held no stock options as of January 1, 2017.

In 2016, the Company paid on all outstanding Common Stock of the Company (including restricted stock) (4) dividends of \$0.05 per share in each of the first two quarters and \$0.06 per share in each of the last two quarters. The amounts in this column reflect dividends on the restricted shares of each director in 2016.

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CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The Board of Directors of the Company recognizes that transactions with related persons can present a heightened risk of conflict of interests and/or improper valuation (or the perception thereof). Accordingly, as a general matter, it is the Company's preference to avoid transactions with related persons. Nevertheless, there are circumstances where the Company may obtain products or services (i) of a nature, quantity or quality that are not readily available from alternative sources, (ii) on terms comparable to those provided by other, unrelated parties, or (iii) when the Company provides products or services on an arm's length basis on terms comparable to those provided to unrelated third parties or on terms provided to employees generally.

Policy Regarding Review, Approval or Ratification of Transactions Involving Related Persons

The Company has adopted a written policy (the "Related Transactions Policy") with respect to the review, approval or ratification of transactions with related persons involving the Company (or its subsidiaries or controlled affiliates). In evaluating potential transactions with related persons, the Related Transactions Policy incorporates and applies the contents of Item 404(a) of Regulation S-K (including but not limited to the definitions of "related persons" and "transaction", as well as the threshold for "direct or indirect material interest" contained therein).

Prior to entering into a transaction with the Company, the related person is required to advise a Company-designated "Compliance Officer" (currently the Company's General Counsel), who shall determine whether the proposed transaction is a transaction with a related person under this policy. If the Compliance Officer determines that the proposed transaction is a transaction with a related person, the transaction is required to be submitted to the Audit Committee of the Board of Directors for consideration at its next meeting or, in those instances in which it is not practicable or desirable for the Company to wait until the next Audit Committee meeting, to the Chair of the Audit Committee (who possesses delegated authority to act between committee meetings). The Audit Committee (or where submitted to the Chair, the Chair) shall consider all of the available relevant facts and circumstances, including (if applicable) but not limited to: (i) the benefits to the Company; (ii) the impact on a director's independence in the event the related person is a director, an immediate family member of a director, or an entity in which the director is a partner, equity holder or executive officer; (iii) the availability of other sources for comparable products or services; (iv) the terms of the transaction; and (v) the terms available to or from unrelated third parties or employees generally, as the case may be. After review, the Audit Committee or Chair either approves or disapproves the proposed transaction and advises the Compliance Officer, who in turn conveys the decision to the appropriate persons within the Company. No member of the Audit Committee is permitted to participate in any review, consideration, or approval of any potential transaction with a related person with respect to which such member or any of his or her immediate family members is a related person.

The Related Transactions Policy also provides for the review of (i) transactions involving related persons entered into by the Company not previously approved or ratified under this policy, as well as (ii) any previously approved or ratified transactions with related persons that remain ongoing and have a remaining term of more than six months or remaining amounts payable to or receivable from the Company of more than \$120,000. The policy also explicitly requires disclosure of all transactions that are required to be disclosed under the Securities Act of 1933, the Securities Exchange Act of 1934 and related rules and regulations.

Transactions Involving Related Persons

Since the beginning of fiscal year 2016, the Company has not been a participant in any transaction involving an amount exceeding \$120,000 in which any related person had or is expected to have a direct or indirect material interest, and no such transaction is currently proposed.

DIRECTOR INDEPENDENCE

For each director, the Board makes a determination of whether the director is “independent” under the criteria established by the Nasdaq Stock Market and other governing laws and regulations. In its review of director independence, the Board considers all commercial, banking, consulting, legal, accounting, charitable or other business relationships any director may have with the Company. The current directors are John P. Burke, Andrew B. Cogan, Carl I. Gable, Jay D. Gould, Daniel T. Hendrix, Christopher G. Kennedy, K. David Kohler, Erin A. Matts, James B. Miller, Jr., and Sheryl D. Palmer. As a result of its review, the Board has determined that all of the current directors, with the exceptions of Daniel T. Hendrix and Jay D. Gould (who are employees), are independent.

The independent directors meet in regularly scheduled executive sessions without Mr. Hendrix or other members of management present. In 2016, the independent directors met six times in executive session.

Table of Contents**EQUITY COMPENSATION PLAN INFORMATION**

The following table sets forth information concerning the Company's equity compensation plans as of January 1, 2017.

Plan Category⁽¹⁾	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (Excluding Securities Reflected in Column (a))
	(a)	(b)	(c)
Equity Compensation Plan Approved by Security Holders:			
Omnibus Stock Plan ⁽²⁾	476,976 ⁽³⁾	\$8.75	4,079,532 ⁽³⁾

(1) The Company does not have shares authorized for issuance under any compensation plan not approved by shareholders.

(2) Each share issued under the Omnibus Stock Plan pursuant to an award other than a stock option will reduce the number of remaining shares available by 1.33 shares.

(3) Assumes target level (100%) achievement of 389,476 unearned and unvested performance share awards outstanding as of January 1, 2017.

POTENTIAL PAYMENTS UPON TERMINATION OR CHANGE IN CONTROL

The Company is generally obligated to provide its Named Executive Officers with certain payments or other forms of compensation when their employment with the Company is terminated. The actual amount of compensation due each

of the Named Executive Officers, as well as the duration of any periodic payments, depends on both the circumstances surrounding the termination, as well as the particulars of any employment-related agreements to which the Company and the Named Executive Officer are party.

Employment and Change in Control Agreements

The Company has with each of Messrs. Hendrix and Coombs (and had with each of Messrs. Lynch and Willoch) Employment and Change in Control Agreements, which generally describe the benefits payable at, following, or in connection with various termination scenarios. (The agreements have been in place since 1997 for Messrs. Hendrix and Willoch, since 2005 for Mr. Lynch, and since 2015 for Mr. Coombs, with the primary substantive changes since execution being those necessary to bring the agreements into compliance with Section 409A of the Internal Revenue Code of 1986, as amended.) Each Employment and Change in Control Agreement is for a rolling two-year term, such that the remaining term is always two years (until a specified retirement age). The Company may terminate any of such agreements at any time, with or without cause, and each executive may voluntarily terminate his respective employment upon 90 days notice. The agreements provide for certain benefits in the event of various termination scenarios, including termination without cause, termination with cause, voluntary retirement or resignation, termination due to death or disability, and termination in connection with a “change in control” (as defined in the agreements) of the Company. The agreements for Messrs. Hendrix and Willoch also provide for these executives to receive a tax “gross up” payment to cover the amount of any excise taxes imposed on the benefits payable in the event of a termination in connection with a “change in control.” (The tax gross up provision has been included in these agreements, without substantive change, since January 1999.) Each agreement also contains provisions placing restrictions on the executive’s ability to compete with the Company for a period of two years following the termination of his employment.

Mr. Gould has an Employment and Change in Control Agreement with the Company that is similar to those of the other Named Executive Officers as described above, except that Mr. Gould’s agreement was entered into on January 9, 2015, has a rolling one-year term, has no tax “gross up” provision, and has a one-year post-termination restriction on competition against the Company. As with Mr. Gould, any new employment and change in control agreements entered into by the Company going forward will not contain a tax “gross up” provision.

Payments to Named Executive Officers Upon Termination or Change in Control

In the event that any of the Named Executive Officers (i) retired or voluntarily resigned, (ii) died or was terminated in connection with a disability, (iii) was terminated by the Company (x) with “cause”, (y) without “cause” or (z) experienced certain terminations (without cause) in connection with a “change in control” (as applicable, and as such terms are defined in the respective agreements) on December 30, 2016 (the last business day of fiscal year 2016), they would have been entitled to receive the following types of payments and benefits, and would have been subject to the various restrictive covenants, described below.

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Upon Retirement or Voluntary Resignation:

**Payment, Benefit
or**

**Restrictive
Covenant**

Entitled to Receive

Base Salary	Executive would be entitled to receive his then-current base salary through the effective date of retirement or resignation.
Bonus	Executive would be entitled to receive a prorated portion of his annual bonus opportunity calculated based on the date of retirement or resignation (e.g., a June 30 retirement or resignation would entitle executive to 50% of the bonus otherwise payable).
Stock Options	Executive would forfeit any unvested stock options; all previously-vested options would terminate over the period of time specified in the applicable stock option agreements (typically 12 to 24 months).
Equity Awards	Executive would forfeit any unvested restricted stock and performance share awards, except that upon retirement at age 65 or thereafter executive would immediately vest in a percentage of all unvested restricted stock and performance share awards as specified in the applicable award agreement(s).
Salary Continuation Plan	Salary Continuation Plan participant (Messrs. Hendrix and Willoch) would receive full benefits upon retirement at age 65 after completing at least 15 years of service, payable for the remainder of his life (or, if elected, a reduced benefit for the remainder of his life and any surviving spouse's life). A reduced benefit is available to participant beginning at age 55. Upon retirement or voluntary resignation prior to age 55, Salary Continuation Plan participants would receive no benefit. Participant is prohibited from competing with the Company while receiving benefits.
Other Employee Retirement Plans	No additional benefit beyond those to which the executive normally would be entitled under the Company's 401(k) Plan and Nonqualified Plan following termination of employment.
Health, Life and Other Insurance Coverages	No additional benefits are received beyond those to which the executive normally would be entitled under the terms of the respective medical and/or insurance plans. Mr. Hendrix has a Split Dollar Insurance Policy as described in footnote 5 to the 2016 Summary Compensation Table.
Restrictive Covenants	Executive would be prohibited from competing with the Company, or soliciting its customers or employees, for a two-year period (or, for Mr. Gould, a one-year period) following retirement or resignation.

Upon Death/Disability:

Payment, Benefit or Restrictive Covenant	Entitled to Receive
Base Salary	Executive would be entitled to receive his then-current base salary through the date of termination due to death/disability.
Bonus	Executive would be entitled to receive a prorated portion of his annual bonus opportunity calculated based on the date of termination due to death/disability (e.g., a June 30 termination due to death/disability would entitle executive to 50% of the bonus otherwise payable).
Stock Options	Executive would forfeit any unvested stock options; all previously-vested options would terminate over the period of time specified in the applicable stock option agreements (typically 12 to 24 months following termination due to disability and 24 months following termination due to death).
Equity Awards	Executive would immediately vest in a percentage of all unvested restricted stock and performance share awards, as specified in the applicable award agreement(s).
Salary Continuation Plan	Upon Salary Continuation Plan participant's death, he would receive a 10 year certain payout of an annual benefit level as if he were eligible for full benefits (e.g., age 65). Upon a participant's disability, he would receive a payout at an annual benefit level that when combined with all other Company-sponsored disability security and salary continuation payments being paid, equals 66 2/3% of average salary and bonus during the preceding 1-3 years. The annual benefit level would continue for as long as the participant remains disabled, up to age 65, at which point the benefit would be reduced to the annual salary continuation benefit he would have received upon early retirement at age 55 (or such greater age at the time of becoming disabled). Participant is prohibited from competing with the Company while receiving benefits.
Other Employee Retirement Plans	No additional benefit beyond those to which the executive would be normally entitled under the Company's 401(k) Plan and Nonqualified Plan following termination of employment.
Health, Life and Other Insurance Coverages	No additional benefits are received beyond those to which the executive would be normally entitled under the terms of the respective medical and/or insurance plans. Mr. Hendrix has a Split Dollar Insurance Policy as described in footnote 5 to the 2016 Summary Compensation Table.
Restrictive Covenants	Executive would be prohibited from competing with the Company, or soliciting its customers or employees, for a two-year period (or, for Mr. Gould, a one-year period) following any termination due to disability.

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Upon Termination With “Cause”:

Payment, Benefit or

Restrictive Covenant	Entitled to Receive
Base Salary	Executive would be entitled to receive his then-current base salary through the effective date of termination.
Bonus	No benefit.
Stock Options	Executive would forfeit any unvested stock options; all previously-vested options would terminate three months following termination.
Equity Awards	Executive would forfeit any unvested restricted stock and performance share awards.
Salary Continuation Plan	Salary Continuation Plan participant would receive no benefit (unless he had already attained age 55 after completing at least 15 years of service, in which case a reduced benefit would be payable for the remainder of his life, or, if elected, a further reduced benefit for the remainder of his life and any surviving spouse’s life).
Other Employee Retirement Plans	No additional benefit beyond those to which the executive would be normally entitled under the Company’s 401(k) Plan and Nonqualified Plan following termination of employment.
Health, Life and Other Insurance Coverages	No additional benefits are received beyond those to which the executive would be normally entitled under the terms of the respective medical and/or insurance plans. Mr. Hendrix has a Split Dollar Insurance Policy as described in footnote 5 to the 2016 Summary Compensation Table.
Restrictive Covenants	Executive would be prohibited from competing with the Company, or soliciting its customers or employees, for a two-year period (or, for Gould, a one-year period) following termination.

Upon Termination Without “Cause”:

**Payment,
Benefit or**

Entitled to Receive

**Restrictive
Covenant**

Base Salary	Executive would be entitled to receive his then-current base salary for two years (or, for Mr. Gould, a one-year period).
Bonus	Executive would be entitled to receive bonus payments for two years as well as a prorated bonus for the year in which employment terminates, each calculated based on the average bonus (excluding special incentive plan bonuses) received by the executive during the two years prior to the effective termination date.
Stock Options	Executive would immediately vest in all unvested options. The options could be subsequently exercised over the period of time specified in the applicable stock option agreements (typically 12 to 24 months).
Equity Awards	Executive would immediately vest in a percentage of all unvested restricted stock and performance share awards, as specified in the applicable award agreement(s).
Salary Continuation Plan	If Salary Continuation Plan participant already had attained age 55 after completing at least 15 years of service, he would receive a reduced benefit for the remainder of his life (or, if elected, a further reduced benefit for the remainder of his and any surviving spouse's life). If Salary Continuation Plan participant had not already attained age 55 after completing at least 15 years of service, Salary Continuation Plan participant would remain eligible for participation in the plan as if he were to remain employed, and would receive a reduced benefit beginning at age 55 after completing at least 15 years of service, payable for the remainder of his life (or, if elected, a further reduced benefit for the remainder of his and any surviving spouse's life). Participant is prohibited from competing with the Company while receiving benefits.
Other Employee Retirement Plans	Executive would be entitled to an amount equal to the matching contribution he would have received under the Company's 401(k) Plan for the two-year period following termination.
Health, Life and Other Insurance Coverages	Executive would be entitled to continue coverages for two years, with the Company paying the associated premiums.
Restrictive Covenants	Executive would be prohibited from competing with the Company, or soliciting its customers or employees, for a two-year period (or, for Mr. Gould, a one-year period) following termination.

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Upon Termination Following “Change in Control”:

**Payment,
Benefit or**

**Restrictive
Covenant**

Entitled to Receive

Base Salary

Executive would be entitled to receive his base salary in its then-current amount for two years. Such amount would be paid in a lump sum within 30 days after separation from service.

Bonus

Executive would receive bonus payments for two years as well as a prorated bonus for the year in which employment terminates, each calculated based on the average bonus (including any special incentive plan bonuses) received by the executive during the two years prior to the effective termination date. Such amount would be paid in a lump sum within 30 days after separation from service.

Stock Options

Executive would immediately vest in all unvested options. The options could be subsequently exercised over the period of time specified in the applicable stock option agreements (typically 12 to 24 months).

Equity Awards

Executive would immediately vest in all unvested restricted stock and performance share awards.

Salary
Continuation
Plan

If Salary Continuation Plan participant already had attained age 55 after completing at least 15 years of service, he would receive a reduced benefit for the remainder of his life (or, if elected, a further reduced benefit for the remainder of his and any surviving spouse’s life). If Salary Continuation Plan participant had not already attained age 55 after completing at least 15 years of service, Salary Continuation Plan participant would remain eligible for participation in the plan as if he were to remain employed, and would receive a reduced benefit beginning at age 55 after completing at least 15 years of service, payable for the remainder of his life (or, if elected, a further reduced benefit for the remainder of his and any surviving spouse’s life). Participant would also receive the benefit of a cost of living adjustment calculated with reference to a specified consumer price index on each participant’s annual benefit amount (such adjustment accruing from the date of termination until such date that the participant begins to receive benefits, and not thereafter). Participant is prohibited from competing with the Company while receiving benefits.

Other
Employee
Retirement
Plans

Executive would be entitled to an amount equal to the matching contribution he would have received under the Company’s 401(k) Plan for the two-year period following termination.

Health, Life
and Other

Executive would be entitled to continue coverages for two years with the Company paying the associated premiums.

Insurance
Coverages

Restrictive Covenants Executive would be prohibited from competing with the Company, or soliciting its customers or employees, for a two year period following termination.

The following tables summarize the benefits payable to each of the Named Executive Officers under his employment and change in control agreement (or the terms of his individual equity award agreements) in effect on December 30, 2016 (the last business day of the Company's 2016 fiscal year). The tables do not include amounts payable under employee benefit plans in which Company associates are eligible to participate on a non-discriminatory basis. The amounts shown in the tables below assume that a Named Executive Officer's employment terminated as of December 30, 2016, and that the fair market value of the Company's Common Stock was \$18.55 per share. As previously noted, Mr. Hendrix resigned from his role as Chief Executive Officer of the Company subsequent to December 30, 2016, but remains a non-executive employee and Chairman of the Board. In addition, Mr. Willoch retired from the Company subsequent to December 30, 2016.

Daniel T. Hendrix

	Retirement or Resignation	Death/Disability	Termination with Just Cause	Termination without Just Cause	Termination Following Change in Control ⁽¹⁾
Compensation:	(\$)	(\$)	(\$)	(\$)	(\$)
<i>Base salary</i>	--	--	--	2,022,000	2,022,000
<i>Bonus</i>	986,845	986,845	--	3,415,793	3,415,793
<i>Stock options</i>	--	--	--	--	--
<i>Equity awards⁽²⁾</i>	--	1,416,701	--	1,416,701	3,322,620
Benefits and Perquisites:					
<i>Salary continuation⁽³⁾</i>	860,294	977,606 / 1,929,563	--	860,294 ⁽⁶⁾	860,294 ⁽⁶⁾
<i>Retirement plans⁽⁴⁾</i>	--	--	--	15,900	15,900
<i>Health, life and other insurance⁽⁵⁾</i>	--	--	--	43,628	43,628
<i>Excise tax gross-up</i>	--	--	--	--	--

Table of Contents**Robert A. Coombs**

	Retirement or Resignation	Death/Disability	Termination with Just Cause	Termination without Just Cause	Termination Following Change in Control⁽¹⁾
Compensation:	(\$)	(\$)	(\$)	(\$)	(\$)
<i>Base salary</i>	--	--	--	696,648	696,648
<i>Bonus</i>	366,634	366,634	--	702,862	702,862
<i>Stock options</i>	--	--	--	--	--
<i>Equity awards⁽²⁾</i>	--	332,898	--	332,898	766,838
Benefits and Perquisites:					
<i>Salary continuation</i>	--	--	--	--	--
<i>Retirement plans⁽⁴⁾</i>	--	--	--	35,986	35,986
<i>Health, life and other insurance⁽⁵⁾</i>	--	--	--	6,574	6,574
<i>Excise tax gross-up</i>	--	--	--	--	--

Jay D. Gould

	Retirement or Resignation	Death/Disability	Termination with Just Cause	Termination without Just Cause	Termination Following Change in Control⁽¹⁾
Compensation:	(\$)	(\$)	(\$)	(\$)	(\$)
<i>Base salary</i>	--	--	--	800,000	800,000
<i>Bonus</i>	690,784	690,784	--	2,128,885	2,128,885
<i>Stock options</i>	--	--	--	--	--
<i>Equity awards⁽²⁾</i>	--	1,035,813	--	1,035,813	2,056,731
Benefits and Perquisites:					

<i>Salary continuation</i>	--	--	--	--	--
<i>Retirement plans</i>	--	--	--	7,950	7,950
<i>Health, life and other insurance</i> ⁽⁵⁾	--	--	--	13,906	13,906
<i>Excise tax gross-up</i>	--	--	--	--	--

Raymond S. Willoch

	Retirement or Resignation	Death/Disability	Termination with Just Cause	Termination without Just Cause	Termination Following Change in Control⁽¹⁾
	(\$)	(\$)	(\$)	(\$)	(\$)
Compensation:					
<i>Base salary</i>	--	--	--	912,000	912,000
<i>Bonus</i>	308,150	308,150	--	1,082,538	1,082,538
<i>Stock options</i>	--	--	--	--	--
<i>Equity awards⁽²⁾</i>	--	401,849	--	401,849	927,296
Benefits and Perquisites:					
<i>Salary continuation⁽³⁾</i>	288,986	401,369 / 749,489	--	288,986 ⁽⁶⁾	288,986 ⁽⁶⁾
<i>Retirement plans⁽⁴⁾</i>	--	--	--	15,900	15,900
<i>Health, life and other insurance⁽⁵⁾</i>	--	--	--	45,996	45,996
<i>Excise tax gross-up</i>	--	--	--	--	--

The Company does not utilize a “single trigger” concept for severance payments in its Employment and Change in Control Agreements. The “Change in Control” (as defined in the applicable agreements) does not, by itself, provide the Named Executive Officer with any right to resign and receive a severance benefit. Instead, for severance benefits to be payable, there must be a “second trigger” of either (i) an “Involuntary Separation from Service” or (ii) a “Separation from Service for Good Reason” (essentially, resignation in the face of negative changes in executive’s employment relationship with the Company) that occurs within 24 months after the date of a Change in Control. The amounts included in this column thus assume that both a “Change in Control” and a subsequent termination (as described immediately above) occurred as of December 30, 2016. If a related termination did not in fact occur, no severance payments would be payable. The amounts in this column for Base Salary and Bonus would be paid in a lump sum within 30 days.

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- (2) These amounts assume each Named Executive Officer sold all newly vested shares of restricted stock and performance shares immediately upon termination of employment.

The amounts included in the “Death/Disability” column represent the *annual* payments to which Messrs. Hendrix and Willoch would be entitled under the Salary Continuation Plan following their death or disability as of December 30, 2016. The annual benefit amount following a participant’s death would be paid for 10 years, after which time it would permanently cease. In the event of a participant’s disability, the annual benefit amount would continue for as long as the participant continued to suffer the qualifying disability, up to age 65, at which point a reduced annual benefit would be payable (\$860,294 and \$288,986 for Messrs. Hendrix and Willoch, respectively, assuming no election of the extended spousal life benefit described above). For Messrs. Hendrix and Willoch, the amount reported in the “Retirement or Resignation” column represents the *annual* payment to which he would be entitled under the Salary Continuation Plan following his retirement or resignation as of December 30, 2016, assuming no election of surviving spouse benefits.

The amounts noted represent payments required to be made by the Company to each executive in lieu of 401(k) Plan matching contributions, following termination, and assume each executive maintained the maximum level of contribution to the 401(k) Plan (or, for Mr. Coombs, a defined contribution plan in Australia) as in effect on the date of termination.

These amounts represent premiums paid by the Company on behalf of each Named Executive Officer following termination, and assume each Named Executive Officer chose to maintain his current coverages under the various medical and/or insurance plans in which he was a participant.

For Messrs. Hendrix and Willoch, the amount represents the *annual* payment to which he would be entitled under the Salary Continuation Plan, payable for the remainder of his life and assuming no election of surviving spouse benefits. The benefits are payable annually for the remainder of his life, or, if elected, a further reduced benefit is payable for the remainder of his and any surviving spouse’s life. However, the excise tax calculations performed pursuant to Sections 4999 and 280G of the Internal Revenue Code require, for purposes of the presentation for a termination following a Change in Control and the resulting excise tax “gross-up” set forth herein for each executive (including Mr. Hendrix), that the full *lifetime* benefit amount ultimately payable to each Salary Continuation Plan participant (reduced to a net present value) be included. The aggregate actuarial lifetime benefit amounts payable, reduced to a present value and assuming Salary Continuation Plan benefits are paid beginning at age 65, are \$15,687,724 and \$6,163,955 for Messrs. Hendrix and Willoch, respectively.

Each Salary Continuation Plan participant would, however, in the case of a termination following a Change in Control, receive the benefit of a cost of living adjustment calculated with reference to a specified consumer price index on each participant’s annual Salary Continuation Plan benefit amount (such adjustment accruing from the date of termination until such date that the participant actually begins to receive benefits, and not thereafter). The aggregate actuarial *lifetime* value of the cost of living adjustment, reduced to a present value and assuming Salary Continuation Plan benefits are paid beginning at their actual respective ages of 62 and 58 was \$0 for each of Messrs. Hendrix and Willoch.

Former Chief Financial Officer Patrick C. Lynch

As previously reported, Mr. Lynch was terminated without cause on December 16, 2016. Pursuant to the terms of his Amended and Restated Employment and Change in Control Agreement and applicable equity award agreements, Mr. Lynch has received (or will receive) the following compensation in connection with the termination:

\$912,000 of salary payments for a two year period (the “continuation period”), payable in 48 semi-monthly installments;

\$723,215 of bonus payments for the continuation period (based on the prior two years’ average bonus), payable in 48 semi-monthly installments;

\$345,800 of pro-rated bonus for fiscal year 2016;

\$496,810 of vesting in his Nonqualified Plan account;

\$15,900 representing the sum of matching contributions that would have been paid under his 401(k) plan account during the continuation period;

Continued group medical coverage, life and long-term care insurance benefits during the continuation period, valued at approximately \$43,199;

22,540 shares of common stock (valued at \$401,101 as of the termination date) vested pursuant to prior awards of restricted stock and performance shares; and

\$1,711 of dividend equivalents on performance shares that vested.

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APPROVAL of Executive Compensation

(Item 2)

Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank Act”), the Company is asking its shareholders to vote, on an advisory basis, to approve the compensation of its Named Executive Officers as described in this Proxy Statement. This proposal, commonly known as a “say-on-pay” proposal, gives the Company’s shareholders the opportunity to express their views on the compensation of the Company’s Named Executive Officers. At the 2011 annual meeting of shareholders, the Company’s shareholders voted, on an advisory basis, to hold a say on pay vote every year. The Board of Directors subsequently determined that the Company will hold say on pay votes every year until the next required advisory vote on the frequency of say on pay votes occurs or until the Board of Directors otherwise determines that a different frequency for say on pay votes is in the best interests of the shareholders.

Our executive compensation program is designed to attract, reward and retain key employees, including our Named Executive Officers, who are critical to the Company’s long-term success. Shareholders are urged to read the “Compensation Discussion and Analysis” and “Executive Compensation” sections of this Proxy Statement for greater detail about the Company’s executive compensation programs, including information about the fiscal year 2016 compensation of the Named Executive Officers.

The Company is asking the shareholders to indicate their support for the compensation of the Company’s Named Executive Officers as described in this Proxy Statement by voting in favor of the following resolution:

“RESOLVED, that the shareholders approve, on an advisory, non-binding basis, the compensation paid to the Company’s Named Executive Officers as disclosed in the “Compensation Discussion and Analysis” and “Executive Compensation” sections, and the related compensation tables, notes, and narrative in this Proxy Statement.”

Even though this say-on-pay vote is advisory and therefore will not be binding on the Company, the Compensation Committee and the Board value the opinions of the Company’s shareholders. Accordingly, to the extent there is a significant vote against the compensation of the Named Executive Officers, the Board will consider the shareholders’ concerns and the Compensation Committee will evaluate what actions may be necessary or appropriate to address those concerns.

You may vote “for,” “against,” or “abstain” from the proposal to approve on an advisory basis the compensation of our Named Executive Officers.

Vote Required and Recommendation of the Board

Under the Company's Bylaws, the compensation of the Named Executive Officers is approved on an advisory basis if the affirmative votes cast by the holders of the Company's outstanding shares of Common Stock entitled to vote and represented (in person or by proxy) at the meeting exceed the negative votes. **THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE APPROVAL OF EXECUTIVE COMPENSATION, AS DISCLOSED IN THIS PROXY STATEMENT, AND THE PROXY SUBMITTED BY TELEPHONE OR INTERNET OR PROXY CARD WILL BE VOTED IN THIS MANNER UNLESS THE SHAREHOLDER SUBMITTING THE PROXY SPECIFICALLY VOTES TO THE CONTRARY (OR ABSTAINS).**

Advisory Vote on the Frequency of an

Advisory Vote on Executive Compensation

(ITEM 3)

Pursuant to the Dodd-Frank Act, the Company also is asking its shareholders to provide their input with regard to the frequency of future shareholder advisory votes on executive compensation programs, such as the proposal contained in Item 2 above. In particular, we seek your input on whether the advisory vote on executive compensation should occur once every year, every two years or every three years.

At this time, the Board has determined that an advisory vote on executive compensation every year is an appropriate interval for conducting and responding to a "say on pay" vote. By providing an advisory vote on executive compensation every year, shareholders will be able to provide the Company with direct input on its compensation philosophy, policies and practices as frequently as needed. The Company understands that shareholders may have different views as to what is the best approach for the Company, and it looks forward to hearing from stockholders on this agenda item.

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Even though your vote is advisory and therefore will not be binding on the Company, the Board and the Compensation Committee value the opinions of shareholders and will consider shareholders' vote on the frequency of the vote on the compensation of Named Executive Officers. Nonetheless, the Board may decide to hold an advisory vote on executive compensation more or less frequently than the option voted by the shareholders.

You may cast your vote by choosing the option of one year, two years, three years, or abstain from voting in response to the resolution set forth below:

“RESOLVED, that the option of once every year, two years, or three years that receives the highest number of votes cast for this resolution will be determined to be the preferred frequency with which the Company is to hold an advisory vote by shareholders to approve the compensation of the Company's Named Executive Officers.”

Recommendation of the Board

THE BOARD RECOMMENDS THAT YOU VOTE FOR HOLDING AN ADVISORY VOTE ON EXECUTIVE COMPENSATION **EVERY YEAR** AND THE PROXY SUBMITTED BY TELEPHONE OR INTERNET OR PROXY CARD WILL BE VOTED IN THIS MANNER UNLESS THE SHAREHOLDER SUBMITTING THE PROXY SPECIFICALLY VOTES TO THE CONTRARY (OR ABSTAINS).

RATIFICATION OF APPOINTMENT OF INDEPENDENT AUDITORS

(ITEM 4)

Information Concerning the Company's Accountants

BDO USA, LLP (“BDO USA”) acted as the Company's independent auditor during the past fiscal year. The Audit Committee has again appointed BDO USA to act as the independent auditor of the Company for fiscal year 2017. The Board of Directors will present to the annual meeting a proposal that such appointment be ratified. Should the shareholders fail to ratify the appointment, the Audit Committee will reconsider its selection, but may continue the engagement. Even if the appointment is ratified, the Audit Committee, in its discretion, may change the appointment at any time. BDO USA has no financial interest, direct or indirect, in the Company or any subsidiary.

A representative of BDO USA is expected to be present at the annual meeting to make a statement if he or she desires to do so and to respond to appropriate questions.

Audit and Non-Audit Fees

The following table shows the fees for professional audit and other services provided by BDO USA to the Company for fiscal years 2016 and 2015.

	2016	2015
Audit Fees ¹	\$1,536,000	\$1,522,000
Audit-Related Fees ²	20,000	20,000
Tax Fees ³	58,000	58,000
All Other Fees ⁴	--	--
Total	\$1,614,000	\$1,600,000

(1) “Audit Fees” consist of fees billed or accrued for professional services rendered for the audit of the Company’s annual financial statements, audit of the Company’s effectiveness of internal control over financial reporting, review of the interim financial statements included in quarterly reports, and services that are normally provided by BDO USA in connection with statutory and regulatory filings.

(2) “Audit-Related Fees” consist of fees billed or accrued primarily for employee benefit plan audits and other attestation services.

(3) “Tax Fees” consist of fees billed or accrued for professional services rendered for tax compliance, tax advice and tax planning, both domestic and international.

(4) “All Other Fees” consist of fees billed or accrued for those services not captured in the audit, audit-related and tax categories. The Company generally does not request such services from the independent auditors.

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Policy on Audit Committee Pre-Approval of Audit and Permissible Non-Audit Services of Independent Auditors

Consistent with the Securities and Exchange Commission policies regarding auditor independence, the Audit Committee has responsibility for appointing, setting compensation and overseeing the work of the Company's independent auditors. In recognition of this responsibility, the Audit Committee has established a policy to pre-approve all audit and non-audit services provided by the independent auditors.

These services may include audit services, audit-related services, tax services and other services. Pre-approval is generally provided for and detailed as to the particular services or category of services and is generally subject to a specific budget. None of the services rendered by the independent auditors under the categories "Audit-Related Fees", "Tax Fees" and "All Other Fees" described above were approved by the Audit Committee after services were rendered pursuant to the de minimis exception established by the Commission.

You may vote "for," "against," or "abstain" from the proposal to ratify the appointment of BDO USA to act as the Company's independent auditors for fiscal year 2017.

Vote Required and Recommendation of the Board

Under the Company's Bylaws, the proposal to ratify the appointment of BDO USA to act as the Company's independent auditors for fiscal year 2017 is approved if the affirmative votes cast by the holders of the Company's outstanding shares of Common Stock entitled to vote and represented (in person or by proxy) at the meeting exceed the negative votes. **THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE PROPOSAL, AND THE PROXY SUBMITTED BY TELEPHONE OR INTERNET OR PROXY CARD WILL BE VOTED IN THIS MANNER UNLESS THE SHAREHOLDER SUBMITTING THE PROXY SPECIFICALLY VOTES TO THE CONTRARY (OR ABSTAINS).**

SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Section 16(a) of the Securities Exchange Act of 1934 requires the Company's directors and executive officers, and persons who own more than 10% of a registered class of the Company's equity securities, to file with the Securities and Exchange Commission and the Nasdaq Stock Market reports of ownership and changes in ownership of Common Stock and other equity securities of the Company. Directors, executive officers and greater than 10% shareholders are

required by SEC regulations to furnish the Company with copies of all Section 16(a) forms they file.

Based solely upon a review of the copies of such reports furnished to the Company or written representations that no other reports were required, the Company believes that during fiscal 2016 all filing requirements applicable to its directors, executive officers and greater than 10% beneficial owners were met, except that (i) Mr. Lynch filed an amended Form 4 on January 28, 2016, to correct an error in the amount of his equity award on January 13, 2016, (ii) Mr. Gould filed an amended Form 4 on January 26, 2016 to correct an error in the amount of shares withheld for taxes upon the vesting of restricted stock, (iii) due to a change in EDGAR code, Mr. Cogan filed a Form 4 one business day late with respect to an award of 4,736 restricted shares on February 24, 2016.

AUDIT COMMITTEE REPORT

The Audit Committee operates pursuant to an Audit Committee Charter that was adopted by the Board of Directors. (A copy of the Audit Committee Charter may be viewed on the Company's website, www.interfaceglobal.com/Investor-Relations/Corporate-Governance/Audit-Committee-Charter.aspx.) The Company's management is responsible for its internal accounting controls and the financial reporting process. The Company's independent auditors, BDO USA, are responsible for performing an audit of the Company's consolidated financial statements in accordance with auditing standards generally accepted in the United States. The independent accountants also are responsible for expressing opinions on the conformity of the Company's audited financial statements with generally accepted accounting principles, and on the effectiveness of the Company's internal control over financial reporting. The Audit Committee's responsibility is to monitor and oversee these processes.

In keeping with that responsibility, the Audit Committee has reviewed and discussed the Company's audited consolidated financial statements with management and BDO USA. In addition, the Audit Committee has discussed with BDO USA the matters required to be discussed by the Public Company Accounting Oversight Board's Auditing Standard No. 16, "Communications with Audit Committees," as currently in effect. In addition, the Audit Committee has received the written disclosures and the letter from BDO USA required by applicable Public Company Accounting Oversight Board rules regarding the independent accountant's communications with the audit committee concerning independence, and has discussed with the independent accountants their independence. The Audit Committee has also considered whether the provision of any services discussed above in Item 4 under the caption "Ratification of Appointment of Independent Auditors – Audit and Non-Audit Fees" by BDO USA is compatible with maintaining BDO USA's independence.

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The Board of Directors, in its business judgment, has determined that all three members of the Audit Committee are “independent,” as required by applicable listing standards of the Nasdaq Stock Market as currently in effect. Although the members of the Audit Committee are not professionally engaged in the practice of auditing or accounting and are not experts in the fields of auditing or accounting (including in respect of auditor independence), the Board of Directors determined that each of Ms. Palmer and Messrs. Gable and Miller does qualify as an “audit committee financial expert” as defined by Item 407(d)(5) of Regulation S-K. Members of the Audit Committee rely, without independent verification, on the information provided to them and on the representations made by management and BDO USA. Accordingly, the Audit Committee’s oversight does not provide an independent basis to determine that management has followed appropriate accounting and financial reporting principles or maintained appropriate internal controls and procedures designed to assure compliance with accounting standards and applicable laws and regulations. Furthermore, the Audit Committee’s considerations and discussions referred to above do not assure that the audit of the Company’s financial statements has been carried out in accordance with generally accepted auditing standards, that the financial statements are presented in accordance with generally accepted accounting principles or that the Company’s auditors are “independent.”

Based on the reports and discussions described in this report, and subject to the limitations on the role and responsibilities of the Audit Committee referred to above and in the Audit Committee Charter, the Audit Committee recommended to the Board of Directors that the audited consolidated financial statements of the Company be included in the Company’s Annual Report on Form 10-K for the year ended January 1, 2017 for filing with the Securities and Exchange Commission.

THE AUDIT COMMITTEE

Carl I. Gable (Chair)

James B. Miller, Jr.

Sheryl D. Palmer

SHAREHOLDER PROPOSALS

Proposals of shareholders intended to be presented at the Company’s 2018 annual meeting must be received by the Company no later than December 6, 2017, in order to be eligible for inclusion in the Company’s Proxy Statement and form of Proxy for that meeting. In addition, in accordance with Article II, Section 9, of the Bylaws of the Company, proposals of shareholders intended to be presented at the Company’s 2018 annual meeting, including in the case of a nominee for director, must be presented to the Board of Directors by no later than 90 days prior to that annual meeting, with such deadline for presentation of proposals estimated to be February 14, 2018.

COMMUNICATING WITH THE BOARD

Shareholders wishing to communicate with the Board of Directors may send communications via U.S. mail to the following address:

Chairman of the Board

Interface, Inc.

2859 Paces Ferry Road

Suite 2000

Atlanta, GA 30339

From time to time, the Board may change the process by which shareholders may communicate with the Board or its members. The Company's website, www.interface.com, will reflect any changes to the process.

Attendance of Board members at annual meetings is left to the discretion of each individual Board member. One Board member attended the 2016 annual meeting.

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“HOUSEHOLDING” OF PROXY MATERIALS

The Securities and Exchange Commission has adopted rules that permit companies and intermediaries such as brokers to satisfy delivery requirements for proxy statements with respect to two or more shareholders sharing the same address by delivering a single proxy statement addressed to those shareholders. This process, which is commonly referred to as “householding,” potentially provides extra convenience for shareholders and cost savings for companies. The Company and some brokers household proxy materials, delivering a single proxy statement to multiple shareholders sharing an address unless contrary instructions have been received from the affected shareholders. Once you have received notice from your broker or us that they or we will be householding materials to your address, householding will continue until you are notified otherwise or until you revoke your consent. If, at any time, you no longer wish to participate in householding and would prefer to receive a separate proxy statement, please notify your broker if your shares are held in a brokerage account or us if you hold shares as the registered holder. You can notify us by sending a written request to Interface, Inc., Attn: Secretary, 2859 Paces Ferry Road, Suite 2000, Atlanta, Georgia 30339.

OTHER MATTERS THAT MAY COME BEFORE THE MEETING

The Company knows of no matters other than those stated above that are to be brought before the meeting. However, if any other matter should be properly presented for consideration and voting, it is the intention of the persons named as proxies in the enclosed Proxy to vote the Proxy in accordance with their judgment of what is in the best interest of the Company.

By order of the Board of Directors

/s/ David B. Foshee
David B. Foshee
Secretary

March 31, 2017

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