

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

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2019

or

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

For the transition period from ____ to ____

Commission File No. 001-35971



Ireland

(State or other jurisdiction of incorporation or organization)

98-1108930

(I.R.S. Employer
Identification No.)

Block D
Iveagh Court
Harcourt Road
Dublin 2, Ireland

(Address of principal executive offices, including zip code)

+(353) (1) 2546200

(Registrant's telephone number, including area code)

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

<u>Title of each class</u>	<u>Trading symbols</u>	<u>Name of each exchange on which registered</u>
Ordinary shares, par value \$0.01 per share	ALLE	New York Stock Exchange
3.500% Senior Notes due 2029	ALLE 3 ½	New York Stock Exchange

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

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

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

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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

Large accelerated filer	<input checked="" type="checkbox"/> Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> Smaller reporting company	<input type="checkbox"/>
	Emerging growth company	<input type="checkbox"/>

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

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

The aggregate market value of ordinary shares held by non-affiliates on June 30, 2019 was approximately \$10.3 billion based on the closing price of such

stock on the New York Stock Exchange.

The number of ordinary shares outstanding of Allegion plc as of February 13, 2020 was 92,600,522.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement to be filed within 120 days of the close of the registrant's fiscal year in connection with the registrant's Annual General Meeting of Shareholders to be held June 4, 2020 (the "Proxy Statement") are incorporated by reference into Part II and Part III of this Form 10-K.

ALLEGION PLC

Form 10-K
For the Fiscal Year Ended December 31, 2019

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CAUTIONARY STATEMENT FOR FORWARD LOOKING STATEMENTS

Certain statements in this report, other than purely historical information, are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements generally are identified by the words "believe," "project," "expect," "anticipate," "estimate," "forecast," "outlook," "intend," "strategy," "future", "opportunity", "plan," "may," "should," "will," "would," "will be," "will continue," "will likely result," or the negative thereof or variations thereon or similar expressions generally intended to identify forward-looking statements.

Forward-looking statements may relate to such matters as: projections of revenue, margins, expenses, tax provisions, earnings, cash flows, benefit obligations, dividends, share purchases or other financial items; any statements of the plans, strategies and objectives of management for future operations, including those relating to any statements concerning expected development, performance or market share relating to our products and services; any statements regarding future economic conditions or our performance; any statements regarding pending investigations, claims or disputes; any statements of expectation or belief; and any statements of assumptions underlying any of the foregoing. These statements are based on currently available information and our current assumptions, expectations and projections about future events. While we believe that our assumptions, expectations and projections are reasonable in view of the currently available information, you are cautioned not to place undue reliance on our forward-looking statements. You are advised to review any further disclosures we make on related subjects in materials we file with or furnish to the United States Securities and Exchange Commission (SEC). Forward-looking statements speak only as of the date they are made and are not guarantees of future performance. They are subject to future events, risks and uncertainties - many of which are beyond our control - as well as potentially inaccurate assumptions, that could cause actual results to differ materially from our expectations and projections. We do not undertake to update any forward-looking statements.

Factors that might affect our forward-looking statements include, among other things:

- economic, political and business conditions in the markets in which we operate, including changes to trade agreements, sanctions, import and export regulations and custom duties;
- conditions of the institutional, commercial and residential construction and remodeling markets;
- competitive factors in the industry in which we compete, including technological developments and increased competition from private label brands;
- the development, commercialization and acceptance of new products and services;
- the demand for our products and services, including changes in customer and consumer preferences, and our ability to maintain beneficial relationships with large customers;
- the ability to protect our brand reputation and trademarks;
- fluctuations in currency exchange rates;
- the ability to complete and integrate any acquisitions and/or losses related to our investments in external companies;
- business opportunities that diverge from core business;
- our ability to operate efficiently and productively;
- the results of our restructuring plans;
- the outcome of any litigation, governmental investigations or proceedings;
- claims of infringement of intellectual property rights by third parties;
- adverse publicity or improper conduct by any of our employees, agents or business partners;
- disruptions in our global supply chain, including product manufacturing and logistical services provided by outsourcing partners;
- the effects of global climate change or other unexpected events, including global health crises, that may disrupt our operations;
- our ability to manage risks related to our information technology and operational technology systems and cybersecurity, including implementation of new processes that may cause disruptions and be more difficult, costly or time consuming than expected;
- our reliance on third-party vendors for many of the critical elements of our global information and operational technology infrastructure and their failure to provide effective support for such infrastructure;
- disruption and breaches of our information systems;

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- availability of and fluctuations in the prices of key commodities and the impact of higher energy prices;
- potential further impairment of our goodwill, indefinite-lived intangible assets and/or our long-lived assets;
- ability to recruit and retain a highly qualified and diverse workforce;
- changes to, or changes in interpretations of, current laws and regulations;
- interest rate fluctuations and other changes in borrowing costs, in addition to risks associated with our outstanding and future indebtedness;
- uncertainty and inherent subjectivity related to transfer pricing regulations;
- changes in tax requirements, including tax rate changes, the adoption of new United States (U.S.) or non-U.S. tax legislation or exposure to additional tax liabilities and revised tax law interpretations;
- the impact our outstanding indebtedness may have on our business and operations, and other capital market conditions, including availability of funding sources and currency exchange rate fluctuations; and
- risks related to our incorporation in Ireland, including the possible effects on us of future legislation or interpretations in the U.S. that may limit or eliminate potential U.S. tax benefits resulting from our incorporation in a non-U.S. jurisdiction, such as Ireland, or deny U.S. government contracts to us based upon our incorporation in such non-U.S. jurisdiction.

Some of the significant risks and uncertainties that could cause actual results to differ materially from our expectations and projections are described more fully in Item 1A "Risk Factors." You should read that information in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Item 7 of this report and our Consolidated Financial Statements and related notes in Item 8 of this report. We note such information for investors as permitted by the Private Securities Litigation Reform Act of 1995.

PART I

Item 1. BUSINESS

Overview

Allegion plc ("Allegion," "we," "us" or "the Company") is a leading global provider of security products and solutions that keeps people and assets safe and secure in the places where they reside, work and thrive. We create peace of mind by pioneering safety and security with a vision of seamless access and a safer world. We offer an extensive and versatile portfolio of mechanical and electronic security products across a range of market-leading brands. Our experts across the globe deliver high-quality security products, services and systems, and we use our deep expertise to serve as trusted partners to end-users who seek customized solutions to their security needs.

Allegion Principal Products

Door closers and controls	Doors and door systems
Electronic security products	Electronic, biometric and mobile access control systems
Exit devices	Locks, locksets, portable locks, key systems and services
Time, attendance and workforce productivity systems	Other accessories

Access control security products and solutions are critical elements in every building and home. Many door openings are configured to maximize a room's particular form and function while also meeting local and national building and safety code requirements and end-user security needs. Most buildings have multiple door openings, each serving its own purpose and requiring different specific access-control solutions. Each door must fit exactly within its frame, be prepared precisely for its hinges, synchronize with its specific lockset and corresponding latch and align with a specific key to secure the door. Moreover, with the increasing adoption of the Internet of Things ("IoT"), security products are increasingly linked electronically, integrated into software and popular consumer technology platforms and controlled with mobile applications, creating additional functionality and complexity.

We believe our ability to deliver a wide range of solutions that can be custom-configured to meet end-users' security needs is a key driver of our success. We accomplish this with:

- Our extensive and versatile product portfolio, combined with our deep expertise, which enables us to deliver the right products and solutions to meet diverse security and functional specifications and to successfully and securely integrate into leading technology and systems;
- Our consultative approach and expertise, which enables us to develop the most efficient and appropriate building security and access-control specifications to fulfill the unique needs of our end-users and their partners, including architects, contractors, home-builders and engineers;
- Our access to and management of key channels in the market, which is critical to delivering our products in an efficient and consistent manner; and
- Our enterprise excellence capabilities, including our global manufacturing operations and agile supply chain, which facilitate our ability to deliver specific product and system configurations to end-users and consumers worldwide, quickly and efficiently.

We believe that the security products industry is growing and will continue to benefit from several global macroeconomic and long-term demographic trends, including:

- The convergence of mechanical and electronic security products;
- Heightened awareness of security and privacy requirements;
- Increased global urbanization; and
- The shift to a digital, interconnected environment.

We believe the security products industry will also benefit from continued growth in institutional, commercial and residential end-markets. As end-users adopt newer technologies in their facilities and homes, we also expect growth in the global electronic product categories we serve to outperform growth in mechanical products.

We operate in three geographic regions: Americas; Europe, Middle East, India and Africa ("EMEA"); and Asia Pacific. We sell our products and solutions under the following brands:

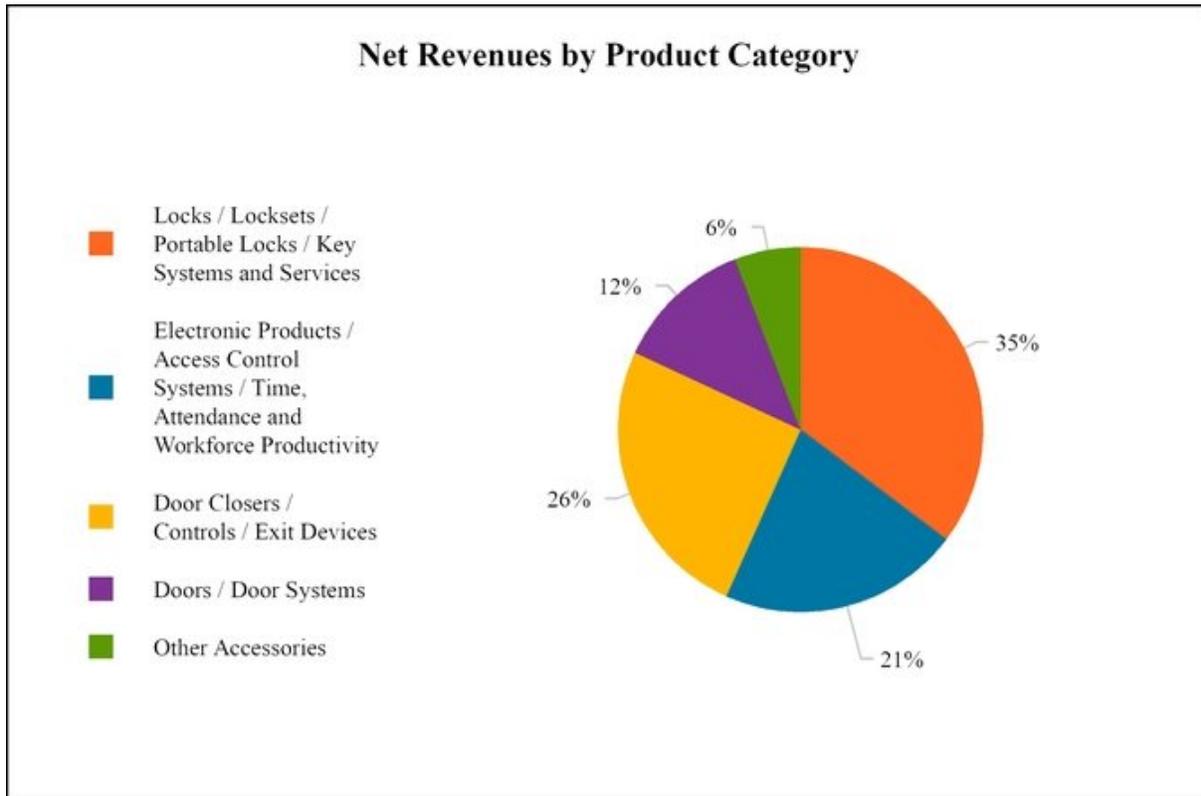
Allegion Brands
(listed for each region)

Product Category	Americas	EMEIA	Asia Pacific
Locks, Locksets, Portable Locks, Key Systems and Services	<p>DEXTER</p> <p>FALCON</p> <p>KRYPTONITE</p> <p>LOCKNETICS</p> <p>SCHLAGE</p>	<p>AXA</p> <p>BRICARD</p> <p>Briton</p> <p>CISA</p> <p>KRYPTONITE</p> <p>LEGGE</p> <p>NORMBAU</p> <p><i>PegaSys</i></p> <p>SCHLAGE</p> <p>Simons Voss technologies</p> <p>TRELOCK</p>	<p>API</p> <p>Austral Lock</p> <p>Briton</p> <p>CISA</p> <p>FALCON</p> <p>FSH</p> <p><i>Grainborough</i></p> <p>LEGGE</p> <p><i>Milte</i></p> <p>SCHLAGE</p> <p>Simons Voss technologies</p> <p>TRELOCK</p>
Door Closers, Controls and Exit Devices	<p>DEXTER</p> <p>FALCON</p> <p>LCN</p> <p>VON DUPRIN</p>	<p>BRICARD</p> <p>Briton</p> <p>CISA</p> <p>FALCON</p> <p>LCN</p> <p>VON DUPRIN</p>	<p>Briton</p> <p>FALCON</p> <p>LCN</p> <p>SCHLAGE</p> <p>VON DUPRIN</p>

Product Category	Americas	EMEA	Asia Pacific
Electronic Products and Access Control Systems, including Time, Attendance and Workforce Productivity	<p>ISONAS</p> <p>LOCKNETICS</p> <p>SCHLAGE</p> <p>VON DUPRIN</p>	<p>BRICARD</p> <p>CISA</p> <p>interflex</p> <p>PegaSys</p> <p>SCHLAGE</p> <p>SimonsVoss Technologies</p>	<p>CISA</p> <p>FSH</p> <p>interflex</p> <p>Guinborough</p> <p>LEGG</p> <p>Mitre</p> <p>SCHLAGE</p> <p>VON DUPRIN</p>
Doors and Door Systems	<p>AD</p> <p>FALCON</p> <p>Republic</p> <p>STEELCRAFT</p> <p>TGP</p>	<p>BRICARD</p> <p>QMI</p> <p>TGP</p>	<p>STEELCRAFT</p>
Other Accessories	<p>Brio</p> <p>GLYNN-JOHNSON</p> <p>ISONAS</p> <p>IVES</p> <p>KRYPTONITE</p> <p>LOCKNETICS</p> <p>ZERO</p>	<p>AXA</p> <p>BRICARD</p> <p>Brio</p> <p>Briton</p> <p>CISA</p> <p>KRYPTONITE</p> <p>LEGG</p> <p>NORMBAU</p> <p>TRELOCK</p> <p>ZERO</p>	<p>Austral Lock</p> <p>Brio</p> <p>Briton</p> <p>Guinborough</p> <p>GLYNN-JOHNSON</p> <p>IVES</p> <p>LEGG</p> <p>NORMBAU</p>

We sell a wide range of security and access control solutions for end-users in commercial, institutional and residential facilities worldwide, including the education, healthcare, government, hospitality, commercial office and single and multi-family residential markets. Our leading brands include CISA®, Interflex®, LCN®, Schlage®, SimonsVoss® and Von Duprin®. We believe LCN, Schlage and Von Duprin hold the No. 1 position in their primary product categories in North America while CISA, Interflex and SimonsVoss hold the No.1 or No. 2 position in their primary product categories in certain European markets.

During the year ended December 31, 2019, we generated Net revenues of \$2,854.0 million and Operating income of \$565.1 million.



History and Developments

We were incorporated in Ireland on May 9, 2013, to hold the commercial and residential security businesses of Ingersoll Rand plc ("Ingersoll Rand"). On December 1, 2013, we became a stand-alone public company after Ingersoll Rand completed the separation of these businesses from the rest of Ingersoll Rand via the transfer of these businesses from Ingersoll Rand to us and the issuance by us of ordinary shares directly to Ingersoll Rand's shareholders (the "Spin-off"). Our security businesses have long and distinguished operating histories. Several of our brands were established nearly 100 years ago, and many originally created their categories:

- Von Duprin, established in 1908, was awarded the first exit device patent;
- Schlage, established in 1920, was awarded the first patents granted for the cylindrical lock and the push button lock;
- LCN, established in 1926, created the first door closer;
- CISA, established in 1926, devised the first electronically controlled lock; and
- SimonsVoss, established in 1995, created the first keyless digital transponder.

We have built upon these founding legacies since our entry into the security products market through the acquisition of Schlage, Von Duprin and LCN in 1974. Today, we continue to develop and introduce innovative and market-leading products.

In addition, in 2018 we announced the formation of Allegion Ventures, a corporate venture fund that invests in and helps accelerate the growth of companies that have innovative technologies and products. Since its formation, Allegion Ventures has invested nearly \$10 million in several early-stage companies that share our pioneering vision and seek to find smart and innovative solutions that help keep people and assets safe and secure in the places where they reside, work and thrive.

Recent examples of successful product launches are illustrated in the table below:

Product	Brands	Year	Innovation
Residential Locks, Cylinders and Levers	Schlage, Bricard, Milre	2017/2018/2019	<p>Next-generation Schlage smart locks including the first WiFi enabled deadbolt to work with Key by Amazon and Ring devices with built-in connectivity (Schlage Encode); 4-in-1 lock with fingerprint sensors, smart card, code access or a physical key (SEL); Z-wave smart deadbolt and Zigbee-certified model compatible with Amazon Key and Ring devices (Schlage Connect). Expanded handlesets for Schlage’s new universal functionality solution that allows homeowners to change from a doorknob to a lever and convert a non-locking door to lockable in minutes (Schlage Custom) and expanded ranges of cylinders and new aluminum trims for DIY customers (Bricard).</p> <p>Residential e-locks in Asia Pacific with improved biometric sensors, new designs and push-pull electronic locks with Bluetooth modules (Q6, X7, Milre). Asia-Pacific Schlage series with new lever designs and finishes (Medio and Form); new mechanism for faster door hardware installation (QuickFix); and door and window hardware for aluminum joinery (Schlage Kanso).</p>
Commercial Locks, Cylinders, Levers and Electronic Access Platforms	Schlage, CISA, SimonsVoss, Bricard	2017/2018/2019	<p>Enhancements to our comprehensive portfolio of globally available mechanical, wired electrified and wireless electronic solutions provide a common aesthetic and consistent user experience throughout a building (Schlage). Firmware releases for U.S. channel-partner readers to give new functionality and USB communication mode for readers (Schlage). Mobile credentials, new Bluetooth Low Energy and RFID technology and integrations between electronic locks and exit devices (CISA).</p> <p>New rim and mortice locks for Southeast Asia (S-series) and expanded cylinders for the European locksmith channel. Multipoint mortise locks and a new offering for two-door leaves (Bricard); multipoint self-locking system with remote-open capability and the highest European-standard security grade (CISA). New enhancements to the electronic Smart Handle (SimonsVoss).</p>
Exit Devices and Closers	Von Duprin, Falcon, CISA	2018/2019	<p>New award-winning and cost-effective retrofit exit device that allows for remote undogging and monitoring with partner software (Von Duprin); new fire-rated retrofit series (Falcon); and quiet exit solutions (Von Duprin).</p> <p>New range of asymmetric rack-and-pinion door closers and an entry-level high-efficiency option (CISA).</p>
Doors and Door Closers	TGP, AD Systems	2019	<p>First to the market surface mounted, top-hung single-leaf door that offers clean, modern aesthetic of sliding flush wood doors that achieve a 45-minute UL 10B fire rating (FireSlide).</p> <p>New fire-rated and impact safety-rated glass doors with a heat resistive perimeter frame, which features nearly colorless transitions between adjoining pieces of low-iron glass, eliminating the need for colored internal glass unit spacers or vertical frame mullions (Fireframes ClearView).</p>
Bike Lighting and Portable Locking Solutions	AXA, Kryptonite, Trelock	2017/2018/2019	<p>Broad range of innovation in bike safety from each of our Global Portable Security brands (AXA, Kryptonite and Trelock), ranging from compact dynamo and e-bike lights to USB, battery powered and rechargeable lights.</p> <p>Expanded lines of folding locks, integrated chains, ring locks and applications for bikes and motorcycles (AXA, Kryptonite, Trelock); new ergonomic cable and chain locks and expanded track-and-trace services (AXA).</p>
Software, Mobile and Web Applications	Allegion (Overtur, ENGAGE), Schlage, Briton, Interflex, ISONAS	2018/2019	<p>Cloud-based suite of tools for project teams to collaborate on specifications and the security design of doors and openings, which provides a centralized place to capture and maintain door hardware requirements and decisions with easy options to push information back to the design tools (Overtur).</p> <p>Multiple enhancements to the user experience include biometric login for the mobile app, simplified account and site set-up and gateway site survey (ENGAGE) and mobile apps (Briton and Schlage) let users lock, unlock, issue mobile keys, check status and more.</p> <p>New modules for visitor management, encouraging self-service and Microsoft Outlook functionality and managed service featuring a cloud-based solution of time recording (Interflex); updated cloud-hosted access control platform with real time events, alerting, and user-initiated door control (ISONAS).</p>

Industry and Competition

The global markets we serve encompass institutional, commercial and residential construction and remodeling markets throughout North America, EMEA and Asia Pacific. In recent years, as end-users adopt newer technologies in their facilities and single and multi-family homes, including IoT, growth in electronic security products and solutions continues to outperform growth in mechanical security products and solutions. We expect the security products industry will continue to benefit from favorable long-term demographic trends such as continued urbanization of the global population, increased concerns about safety and security and technology-driven innovation.

The security products markets are highly competitive and fragmented throughout the world, with a number of large multi-national companies and thousands of smaller regional and local companies. This high fragmentation primarily reflects local regulatory requirements and highly variable end-user needs. We believe our principal global competitors are Assa Abloy AB and dormakaba Group. We also face competition in various markets and product categories throughout the world, including from Spectrum Brands Holdings, Inc. in the North American residential market. As we move into more technologically-advanced product categories, we may also compete against new, more specialized competitors.

Our success depends on a variety of factors, including brand and reputation, product breadth, innovation, integration with popular technology platforms, quality and delivery capabilities, price and service capabilities. As many of our businesses sell through wholesale distribution, our success also depends on building and partnering with a strong channel network. Although price often serves as an important customer decision point, we also compete based on the breadth and quality of our products and solutions, our ability to custom-configure solutions to meet individual end-user requirements and our global supply chain.

Products and Services

We offer an extensive and versatile portfolio of mechanical and electronic security products across a range of market-leading brands:

- *Locks, locksets, portable locks and key systems and services:* A broad array of cylindrical and mortise door locksets, security levers and master key systems that are used to protect and control access and a range of portable security products, including bicycle, small vehicle and travel locks. We also offer locksmith services in select locations;
- *Door closers, controls and exit devices:* An extensive portfolio of life-safety products generally installed on fire doors and facility entrances and exits. Door controls include both mechanical door closers and automatic door operators. Exit devices, also known as panic hardware, provide rapid egress to allow building occupants to exit safely in an emergency;
- *Electronic security products and access control systems:* A broad range of electrified locks, access control systems, key card and reader systems and accessories, including IoT, Bluetooth Low Energy (BLE), Power over Ethernet and cloud-based solutions;
- *Time, attendance and workforce productivity systems:* Products and services designed to help business customers manage and monitor workforce access control parameters, attendance and employee scheduling. We offer ongoing aftermarket services in addition to design and installation offerings;
- *Doors and door systems:* A portfolio of hollow metal, glass, wood and specialty doors and door systems; and
- *Other accessories:* A variety of additional security and product components, including hinges, door pulls, door stops, bike lights, louvers, weather stripping, thresholds and other accessories, as well as certain bathroom fittings and accessibility aids.

Customers

We sell most of our products and solutions through distribution and retail channels, including specialty distribution, e-commerce and wholesalers. We have built a network of channel partners that help our customers choose the right solution to meet their security needs and help commercial and institutional end-users fulfill and install orders. We also sell through a variety of retail channels, including large do-it-yourself home improvement centers, multiple on-line and e-commerce platforms, as well as small, specialty showroom outlets. We work with our retail partners on developing marketing and merchandising strategies to maximize their sales per square foot of shelf space. Through our Interflex and API Locksmiths businesses and Global Portable Security brands, we also provide products and solutions directly to end-users.

Our 10 largest customers represented approximately 23% of our total Net revenues in 2019. No single customer represented 10% or more of our total Net revenues in 2019.

Sales and Marketing

In markets where we sell through commercial and institutional distribution channels, we employ sales professionals around the world who work with a combination of end-users, security professionals, architects, contractors, engineers and distribution partners to develop specific custom-configured solutions for our end-users' needs. Our field sales professionals are assisted by specification writers who work with architects, engineers and consultants to help design door openings and security systems to meet end-users' functional, aesthetic and regulatory requirements. Both groups are supported by dedicated customer care and technical sales-support specialists worldwide. We also support our sales efforts with a variety of marketing efforts, including trade-specific advertising, cooperative distributor merchandising, digital marketing and marketing at a variety of industry trade shows.

In markets in which we sell through retail and home-builder distribution channels, we have teams of sales, merchandising and marketing professionals who help drive brand and product awareness through our channel partners and to consumers. We utilize a variety of advertising and marketing strategies, including traditional consumer media, retail merchandising, digital marketing, retail promotions and builder and consumer trade shows, to support these teams.

We also work actively with several industry bodies around the world to help promote effective and consistent safety and security standards. For example, we are members of Builders Hardware Manufacturers Association (BHMA), Construction Specification Institute, FiRa Consortium, Internet of Things Consortium (IoT), Physical Security Interoperability Alliance (PSIA), Security Industry Association, Security Technology Alliance, ASSOFERMA (Italy), BHE (Germany) and UNIQ (France).

Production and Distribution

We manufacture our products in our geographic markets around the world. We operate 32 production and assembly facilities, including 15 in Americas, 11 in EMEIA and 6 in Asia Pacific. We own 16 of these facilities and lease the others. Our strategy is to produce in the region of use, wherever appropriate, to allow us to be closer to the end-user and increase efficiency and timely product delivery. Much of our U.S. based residential portfolio is manufactured in the Baja region of Mexico under the Maquiladora, Manufacturing and Export Services Industry ("IMMEX") program (formerly known as the maquiladora program). In managing our network of production facilities, we focus on eliminating excess capacity, reducing cycle time through productivity and harmonizing production practices and safety procedures.

We distribute our products through a broad network of channel partners. In addition, third-party manufacturing and logistics providers perform certain manufacturing, storage and distribution services for us to support certain parts of our manufacturing and distribution network.

Raw Materials

We support our region-of-use production strategy with corresponding region-of-use supplier partners, where available. Our global and regional commodity teams work with production leadership, product management and materials management teams to ensure adequate materials are available for production.

We purchase a wide range of raw materials, including steel, zinc, brass and other non-ferrous metals, to support our production facilities. Where appropriate, we may enter into fixed-cost contracts to lower overall costs.

Intellectual Property

Intellectual property, inclusive of certain patents, trademarks, copyrights, know-how, trade secrets and other proprietary rights, is important to our business. We create, protect and enforce our intellectual property investments in a variety of ways. We work actively in the U.S. and internationally to try to ensure the protection and enforcement of our intellectual property rights. We use trademarks on nearly all of our products and believe such distinctive marks are an important factor in creating a market for our goods, in identifying us and in distinguishing our products from others. We consider our CISA, Interflex, LCN, Schlage, SimonsVoss, Von Duprin and other associated trademarks to be among our most valuable assets, and we have registered these trademarks in a number of countries. Although certain proprietary intellectual property rights are important to our success, we do not believe we are materially dependent on any particular patent or license, or any particular group of patents or licenses.

Facilities

We operate through a broad network of sales offices, engineering centers, 32 production and assembly facilities and several distribution centers throughout the world. Our active properties represent approximately 6.6 million square feet, of which approximately 39% is leased. The following table shows the location of our principal worldwide production and assembly facilities:

Production and Assembly Facilities		
Americas	EMEIA	Asia Pacific
Blue Ash, Ohio	Clamecy, France	Auckland, New Zealand
Boulder, Colorado	Dubai, United Arab Emirates	Brooklyn, Australia
Chino, California	Durchhausen, Germany	Bucheon, South Korea
Ensenada, Mexico	Faenza, Italy	Jinshan, China
Everett, Washington	Feuquieres, France	Melbourne, Australia
Indianapolis, Indiana	Monsampolo, Italy	Sydney, Australia
Irving, Texas	Muenster, Germany	
McKenzie, Tennessee	Osterfeld, Germany	
Mississauga, Ontario	Renchen, Germany	
Perrysburg, Ohio	Veenendaal, Netherlands	
Princeton, Illinois	Zawiercie, Poland	
Security, Colorado		
Snoqualmie, Washington		
Tecate, Mexico		
Tijuana, Mexico		

Research and Development

We are committed to investing in our research and development capabilities with a focus on technology innovations that will deliver growth through the introduction of new products and solutions. In addition, we invest in initiatives that continuously drive improvements in product cost, quality, safety and sustainability.

Our research and development team is managed as a global, collaborative group to identify and develop new technologies and worldwide product platforms. We organize our resources regionally to leverage expertise in local standards and configurations for the benefit of our customers. Further, we operate a global engineering design and technology center in Bangalore, India, to augment and support the regional engineering teams.

Seasonality

Our business experiences seasonality that varies by product line. Because more construction and do-it-yourself projects occur during the second and third calendar quarters of each year in the Northern Hemisphere, our security product sales related to those projects are typically higher in those quarters than in the first and fourth calendar quarters. However, certain other businesses typically experience higher sales in the fourth calendar quarter due to project timing. Net revenues by quarter for the years ended December 31, 2019, 2018 and 2017, are as follows:

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
2019	23%	26%	26%	25%
2018	22%	26%	26%	26%
2017	23%	26%	25%	26%

Employees

We believe in fundamental standards that support our commitment to our employees, including a commitment to safe and healthy workspaces, respect for diversity and competitive wages and benefits. We are also committed to creating and maintaining a diverse and inclusive environment. As an equal employment opportunity and affirmative action employer, we are fully committed to our equal employment opportunity policy and will not discriminate based on race, sex, color, national origin, creed, religion, pregnancy, age, disability, military status, protected veteran status, sexual orientation, gender identity, genetic information, marital status or

any legally protected status. We are dedicated to fulfilling this commitment as it relates to decisions regarding all employment actions at all levels of employment. As of December 31, 2019, we had approximately 11,000 employees.

Environmental Matters

We have a dedicated environmental program designed to reduce the utilization and generation of hazardous materials during the manufacturing process, as well as to remediate identified environmental concerns. As to the latter, we are currently engaged in site investigations and remediation activities to address environmental cleanup from past operations at current and former production facilities. We also regularly evaluate our remediation methods that are in addition to, or in replacement of, those we currently utilize based upon enhanced technology and regulatory changes.

We are sometimes a party to environmental lawsuits and claims and have received notices of potential violations of environmental laws and regulations from the U.S. Environmental Protection Agency (the "EPA") and similar state authorities. We have also been identified as a potentially responsible party ("PRP") for cleanup costs associated with off-site waste disposal at federal Superfund and state remediation sites. For all such sites, there are other PRPs and, in most instances, our involvement is minimal.

In estimating our liability, we have assumed that we will not bear the entire cost of remediation of any site to the exclusion of other PRPs who may be jointly and severally liable. The ability of other PRPs to participate has been taken into account, based on our understanding of the parties' financial condition and probable contributions on a per site basis. Additional lawsuits and claims involving environmental matters are likely to arise from time to time in the future. For a further discussion of our potential environmental liabilities, see Note 21 to the Consolidated Financial Statements.

Available Information

We are required to file annual, quarterly and current reports, proxy statements and other documents with the SEC under the Securities Exchange Act of 1934. The SEC maintains an Internet website that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC. The public can obtain any documents that are filed by us at www.sec.gov.

In addition, this Annual Report on Form 10-K, as well as future quarterly reports on Form 10-Q, current reports on Form 8-K and any amendments to all of the foregoing reports, are made available free of charge on our Internet website (<https://www.allegion.com>) as soon as reasonably practicable after such reports are electronically filed with or furnished to the SEC. The contents of our website are not incorporated by reference in this report.

Item 1A. **RISK FACTORS**

We discuss our expectations regarding future performance, events and outcomes in this Form 10-K, quarterly and annual reports, press releases and other written and oral communications. All statements except for historical and present factual information are “forward-looking statements” and are based on financial data and business plans available only as of the time the statements are made, which may become outdated or incomplete. Forward-looking statements are inherently uncertain, and investors must recognize that events could significantly differ from our expectations. You should carefully consider the risk factors discussed below, together with all the other information included in this Form 10-K, in evaluating us, our ordinary shares and our senior notes. If any of the risks below actually occurs, our business, financial condition, results of operations and cash flows could be materially and adversely affected. Any such adverse effect may cause the trading price of our ordinary shares to decline, and as a result, you could lose all or part of your investment in us. Our business may also be adversely affected by risks and uncertainties not known to us or risks that we currently believe to be immaterial. We assume no obligation to update any forward-looking statements as a result of new information, future events or other factors.

Risks Related to Our Business

Our global operations subject us to economic risks.

We are incorporated in Ireland and operate in countries worldwide. Our global operations depend on products manufactured, purchased and sold in the U.S. and internationally, including in Australia, China, Europe, Korea, Mexico, New Zealand and the United Arab Emirates. The political, economic and regulatory environments in which we operate are becoming increasingly volatile and uncertain. Accordingly, we are subject to risks that are inherent in operating globally, including:

- Changes to trade agreements, sanctions, import and export regulations, including imposition of burdensome tariffs and quotas, and customs duties;
- Changes in applicable tax regulations and interpretations;
- Economic downturns and social and political instability, including uncertainties and financial, legal, tax and trade implications of the implementation of the United Kingdom’s withdrawal of its membership from the European Union (commonly known as “Brexit”);
- Changes in laws and regulations or imposition of currency restrictions and other restraints in various jurisdictions;
- Limitation of ownership rights, including expropriation of assets by a local government, and limitation on the ability to repatriate earnings;
- Sovereign debt crises and currency instability in developed and developing countries;
- Difficulty in staffing and managing global operations;
- Difficulty in enforcing agreements, collecting receivables and protecting assets through non-U.S. legal systems; and
- Political unrest, national and international conflict, including war, border closures, civil disturbances and terrorist acts.

These risks could increase our cost of doing business in the U.S. and internationally, increase our counterparty risk, disrupt our operations, disrupt the ability of suppliers and customers to fulfill their obligations, increase our effective tax rate, increase the cost of our products, limit our ability to sell products in certain markets, reduce our operating margin, reduce cash flow and negatively impact our ability to compete.

Our business relies on the institutional, commercial and residential construction and remodeling markets.

We primarily rely on the institutional, commercial and residential construction and remodeling markets, which are marked by cyclicity based on overall economic conditions. Weakness or instability in these markets may cause current and potential customers to delay or choose not to make purchases, which could negatively impact the demand for our products and services.

Increased competition, including from technological developments, could adversely affect our business.

The markets in which we operate include a large number of participants, including multi-national companies, regional companies and small local companies. We primarily compete on the basis of quality, innovation, expertise, effective channels to market, breadth of product offering and price. We may be unable to effectively compete on all these bases. Further, in a number of our product offerings, we compete with our retail customers who use their own private labels. If we are unable to anticipate evolving trends in the market or the timing and scale of our competitors’ activities and initiatives, including increased competition from private label brands, the demand for our products and services could be negatively impacted.

In addition, we compete in an industry that is experiencing the convergence of mechanical, electronic and digital products. Technology and innovation play significant roles in the competitive landscape. Our success depends, in part, upon the research,

development and implementation of new technologies and products including obtaining, maintaining and enforcing necessary intellectual property protections. Securing and maintaining key partnerships and alliances, recruiting and retaining highly skilled and qualified employee talent and having access to technologies, services, intellectual property and solutions developed by others will play a significant role in our ability to effectively compete. The continual development of new technologies by existing and new competitors, including non-traditional competitors with significant resources, could adversely affect our ability to sustain operating margins and desirable levels of sales volumes. To remain competitive, we must develop new products and respond to new technologies in a timely manner.

Our growth is dependent, in part, on the development, commercialization and acceptance of new products and services.

We must develop and commercialize new products and services in order to remain competitive in our current and future markets and in order to continue to grow our business. The speed of development by our competitors and new market entrants is increasing. We cannot provide any assurance that any new product or service will be successfully commercialized in a timely manner, if ever, or, if commercialized, will result in returns greater than our investment. Investment in a product or service could divert our attention and resources from other projects that become more commercially viable in the market. We also cannot provide any assurance that any new product or service will be accepted by the market.

Changes in customer and consumer preferences and the inability to maintain beneficial relationships with large customers could adversely affect our business.

We have significant customers, particularly major retailers, although no one customer represented 10% or more of our total Net revenues in any of the past three fiscal years. The loss or material reduction of business, the lack of success of sales initiatives or changes in customer preferences or loyalties for our products related to any such significant customer could have a material adverse impact on our business. In addition, major customers who are volume purchasers are much larger than us and have strong bargaining power with suppliers. This limits our ability to recover cost increases through higher selling prices. Furthermore, unanticipated inventory adjustments by these customers can have a negative impact on sales.

We also sell our products through various trade channels, including traditional retail and e-commerce channels. If we or our major customers are not successful in navigating the shifting consumer preferences to distribution channels such as e-commerce, our expected future revenues may be negatively impacted.

Our brands are important assets of our businesses, and violation of our trademark rights by imitators could negatively impact revenues and brand reputation.

Our brands and trademarks enjoy a reputation for quality and value and are important to our success and competitive position. Unauthorized use of our trademarks may not only erode sales of our products but may also cause significant damage to our brand name and reputation, interfere with relationships with our customers and increase litigation costs. There can be no assurance that our on-going effort to protect our brand and trademark rights will prevent all violations.

Currency exchange rate fluctuations may adversely affect our results.

We are exposed to a variety of market risks, including the effects of changes in currency exchange rates. See "Management's Discussion and Analysis of Financial Condition and Results of Operations - Quantitative and Qualitative Disclosure About Market Risk."

Approximately 30% of our 2019 Net revenues were derived outside the U.S., and we expect sales to non-U.S. customers to continue to represent a significant portion of our consolidated Net revenues. Although we may enter into currency exchange contracts to reduce our risk related to currency exchange fluctuations, changes in the relative fair values of currencies occur from time to time and may, in some instances, have a material impact on our results of operations. We do not hedge against all of our currency exposure and therefore, our business will continue to be susceptible to currency fluctuations.

We also translate assets, liabilities, revenues and expenses denominated in non-U.S. dollar currencies into U.S. dollars for our Consolidated Financial Statements based on applicable exchange rates. Consequently, fluctuations in the value of the U.S. dollar compared to other currencies may have a material impact on the value of these items in our Consolidated Financial Statements, even if their value has not changed in their original currency.

Our business and innovation strategies include making acquisitions of, and investments in, external companies. These acquisitions and investments could be unsuccessful or consume significant resources, which could adversely affect our operating and financial results.

We will continue to analyze and evaluate the acquisition of strategic businesses or product lines with the potential to strengthen our industry position or enhance our existing set of products and services offerings. We cannot provide assurance that we will identify or successfully complete acquisitions with suitable candidates in the future, nor can we provide assurance that completed acquisitions will be successful, including efficient integration and creation of synergies.

Some of the businesses we may seek to acquire may be marginally profitable or unprofitable. For these businesses to achieve acceptable levels of profitability, we must improve their management, operations, products and market penetration. We may not be successful in this regard and we may encounter other difficulties in integrating acquired businesses into our existing operations.

Acquisitions may involve significant cash expenditures, debt incurrence, operating losses and expenses. Acquisitions also involve numerous other risks, including:

- Diversion of management time and attention from daily operations;
- Difficulties integrating acquired businesses, technologies and personnel into our business;
- Difficulties completing the transaction in a timely manner;
- Difficulties realizing synergies expected to result from acquisitions;
- Difficulties in obtaining and verifying the financial statements and other business information of acquired businesses;
- Inability to obtain regulatory approvals and/or required financing on favorable terms;
- Potential loss of key employees, key contractual relationships or key customers of acquired companies or of us;
- Difficulties competing in the new markets we enter;
- Assumption of the liabilities and exposure to unforeseen liabilities of acquired companies;
- Dilution of interests of holders of our ordinary shares through the issuance of equity securities or equity-linked securities; and
- Difficulty in integrating financial reporting systems and implementing controls, procedures and policies, including disclosure controls and procedures and internal control over financial reporting, appropriate for public companies of our size at companies that, prior to the acquisition, had lacked such controls, procedures and policies.

Further, as part of Allegion's innovation strategy, from time to time we invest in start-up companies and/or development stage technology or other companies. In evaluating these opportunities, we follow a structured evaluation process that considers factors such as potential financial returns, new expertise in emerging technology and business benefits. Despite our best efforts to calculate potential return and risk, some or all of these companies we invest in may be unprofitable at the time of, and subsequent to, our investment. We may lose money in these investments, including the potential for future impairment charges on the investments, and the anticipated benefits of the technology and business relationships may be less than expected.

We continually look to expand our services and products into international markets. As we expand into new international markets, we will have only limited experience in marketing and operating services and products in such markets. In some instances, we may rely on the efforts and abilities of foreign business partners in such markets. Certain international markets may be slower than U.S. markets in adopting our services and products, and our operations in such markets may not develop at a rate that supports our level of investment. In addition to the risks outlined above, expansion into certain international markets may require us to compete with local businesses with greater knowledge of the market, including the tastes and preferences of customers and businesses with dominant market shares. Any acquisitions or investments may ultimately harm our business or financial condition; as such, acquisitions may not be successful and may ultimately result in impairment charges.

We may pursue business opportunities that diverge from core business.

We may pursue business opportunities that diverge from our core business, including expanding our products or service offerings, investing in new and unproven technologies and forming new alliances with companies to distribute our products and services. We can offer no assurance that any such business opportunities will prove to be successful. Among other negative effects, our investment in new business opportunities may exceed the returns we realize. Additionally, any new investments could have higher cost structures than our current business, which could reduce operating margins and require more working capital. In the event that working capital requirements exceed operating cash flow, we may be required to draw on our revolving credit facility or pursue other external financing, which may not be readily available.

Our enterprise excellence efforts may not achieve the improvements we expect.

We utilize a number of tools to improve efficiency and productivity. Implementation of new processes to our operations could cause disruptions and may prove to be more difficult, costly or time consuming than expected. There is no assurance that all of our planned enterprise excellence projects will be fully implemented, or if implemented, will realize the expected improvements.

Our restructuring plans may not be successful.

We have in the past restructured or made other adjustments to our workforce and manufacturing footprint in response to market changes, product changes, performance issues, changes in strategy, acquisitions and other internal and external considerations. Historically, these types of restructuring activities have resulted in increased restructuring costs and temporarily reduced productivity. In addition, we may not achieve or sustain the expected growth or cost savings benefits of these restructurings or do so within the expected timeframe. These effects could recur in connection with future acquisitions and other restructurings and our Net revenues and other results of operations could be negatively affected.

Material adverse legal judgments, fines, penalties or settlements could adversely affect our business.

We are currently and may in the future become involved in legal proceedings and disputes incidental to the operation of our business. Our business may be adversely affected by the outcome of these proceedings and other contingencies (including, without limitation, environmental, product liability, antitrust, intellectual property, data protection, privacy and labor and employment matters) that cannot be predicted with certainty. As required by U.S. generally accepted accounting principles ("GAAP"), we establish reserves based on our assessment of contingencies. Subsequent developments in legal proceedings and other contingencies may affect our assessment and estimates of the loss contingency recorded as a reserve, and we may be required to make additional material payments.

Allegations that we have infringed the intellectual property rights of third parties could negatively affect us.

We may be subject to claims of infringement of intellectual property rights by third parties. In particular, we often compete in areas having extensive intellectual property rights owned by others and we have become subject to claims alleging infringement of intellectual property rights of others. In general, if it is determined that one or more of our technologies, products or services infringes the intellectual property rights owned by others, we may be required to cease marketing those products or services, to obtain licenses from the holders of the intellectual property at a material cost or to take other actions to avoid infringing such intellectual property rights. The litigation process is costly and subject to inherent uncertainties, and we may not prevail in litigation matters regardless of the merits of our position. Adverse intellectual property litigation or claims of infringement against us may become extremely disruptive if the plaintiffs succeed in blocking the trade of our products and services and may have a material adverse effect on our business.

Our reputation, ability to do business and results of operations could be impaired by adverse publicity or improper conduct by any of our employees, agents or business partners.

We are subject to regulation under a variety of U.S. federal and state and non-U.S. laws, regulations and policies including laws related to anti-corruption, export and import compliance, anti-trust and money laundering due to our global operations. We cannot provide assurance that our internal controls will always protect us from the improper conduct of our employees, agents and business partners. Any improper conduct could damage our reputation and subject us to, among other things, civil and criminal penalties, material fines, equitable remedies (including profit disgorgement and injunctions on future conduct), securities litigation and a general loss of investor confidence.

Further, adverse publicity, whether or not justified, or allegations of product or service quality issues, even if false or unfounded, could damage our reputation and negatively affect our sales.

Disruptions in our global supply chain, including product manufacturing and logistical services provided by outsourcing partners, may negatively impact our business.

Our ability to meet our customers' needs and achieve cost targets depends on our ability to maintain key manufacturing and supply arrangements, including execution of supply chain optimizations and certain sole supplier or sole manufacturing arrangements. The loss or disruption of such manufacturing and supply arrangements could interrupt product supply and, if not effectively managed and remedied, have an adverse impact on our business.

We outsource certain manufacturing and logistical services to partners located throughout the world. Our reliance on these third parties reduces our control over the manufacturing and delivery process, exposing us to risks including reduced control over quality assurance, product costs, product supply and delivery delays. If we are unable to effectively manage these relationships, or if these third parties experience delays, disruptions, capacity constraints, regulatory issues or quality control problems in their operations or otherwise fail to meet our future requirements for timely delivery, our ability to ship and deliver certain of our products to our customers could be impaired and our business could be harmed.

The effects of global climate change or other unexpected events, including global health crises, may disrupt our operations and have a negative impact on our business.

The effects of global climate change, such as extreme weather conditions and natural disasters occurring more frequently or with more intense effects, or the occurrence of unexpected events, including wildfires, tornadoes, hurricanes, earthquakes, floods, tsunamis and other severe hazards or global health crises, such as the outbreak of Ebola or the Coronavirus, or other rapid outbreak and spread of a communicable disease or virus, in the countries where we operate or sell products and provide services, could adversely affect our operations and financial performance. Extreme weather, natural disasters, power outages or other unexpected events could disrupt our operations by impacting the availability and cost of materials needed for manufacturing, causing physical damage and partial or complete closure of our manufacturing sites or distribution centers, loss of human capital, temporary or long-term disruption in the supply of products and services and disruption in our ability to deliver products and services to customers. These events and disruptions could also increase insurance and other operating costs, including impacting our decisions regarding construction of new facilities to select areas less prone to climate change risks and natural disasters, which could result in indirect financial risks passed through the supply chain or other price modifications to our products and services.

We may be subject to risks relating to our information technology and operational technology systems.

We rely extensively on information technology and operational technology systems, networks and services including hardware, software, firmware and technological applications and platforms (collectively, "IT Systems") to manage and operate our business from end-to-end, including ordering and managing materials from suppliers, design and development, manufacturing, marketing, selling and shipping to customers, invoicing and billing, managing our banking and cash liquidity systems, managing our enterprise resource planning and other accounting and financial systems and complying with regulatory, legal and tax requirements. There can be no assurance that our current IT Systems will function properly. We have invested and will continue to invest in improving our IT Systems. Some of these investments are significant and impact many important operational processes and procedures. There is no assurance that any newly implemented IT Systems will improve our current systems, improve our operations or yield the expected returns on the investments. In addition, the implementation of new IT Systems may cause disruptions in our operations and, if not properly implemented and maintained, negatively impact our business. If our IT Systems cease to function properly or if these systems do not provide the anticipated benefits, our ability to manage our operations could be impaired.

We currently rely on third-party vendors for many of the critical elements of our global information and operational technology infrastructure and their failure to provide effective support for such infrastructure could negatively impact our business and financial results.

We have outsourced many of the critical elements of our global information and operational technology infrastructure to third-party service providers in order to achieve efficiencies. If such service providers do not perform or do not perform effectively, we may not be able to achieve the expected efficiencies and may have to incur additional costs to address failures in providing service by the service providers. Depending on the function involved, such non-performance, ineffective performance or failures of service may lead to business disruptions, processing inefficiencies or security breaches.

Disruptions or breaches of our information systems could adversely affect us.

Despite our implementation of network security measures which have focused on prevention, mitigation, resilience and recovery, our network and products, including access solutions, may be vulnerable to cybersecurity attacks, computer viruses, malicious codes, malware, ransomware, phishing, social engineering, denial of service, hacking, break-ins and similar disruptions. Cybersecurity attacks and intrusion efforts are continuous and evolving, and in certain cases they have been successful at the most robust institutions. The scope and severity of risks that cyber threats present have increased dramatically and include, but are not limited to, malicious software, attempts to gain unauthorized access to data or premises, exploiting weaknesses related to vendors or other third parties that could be exploited to attack our systems, denials of service and other electronic security breaches that could lead to disruptions in systems, unauthorized release of confidential or otherwise protected information and corruption of data. Any such event could have a material adverse effect on our business, operating results and financial condition, as we face regulatory, reputational and litigation risks resulting from potential cyber incidents, as well as the potential of incurring significant remediation costs.

Our daily business operations also require us to collect and/or retain sensitive data such as intellectual property, proprietary business information and data related to customers, employees, suppliers and business partners within our networking infrastructure including data from individuals subject to the European Union's General Data Protection Regulation, that is subject to privacy and security laws, regulations and/or customer-imposed controls. Despite our efforts to protect such data, the loss or breach of such data due to various causes including material security breaches, catastrophic events, extreme weather, natural disasters, power outages, system failures, computer viruses, improper data handling, programming errors, unauthorized access and employee error or malfeasance could result in wide reaching negative impacts to our business, and as such, the ongoing maintenance and security of this information is pertinent to the success of our business operations and our strategic goals.

In addition, we operate in an environment where there are different and potentially conflicting data privacy laws and regulations in effect or expected to go into effect in the future, including regulations related to devices connected through the IoT, in the various jurisdictions in which we operate, and we must understand and comply with such laws and regulations while ensuring our data is secure.

Our networking infrastructure and related assets may be subject to unauthorized access by hackers, employee error or malfeasance or other unforeseen activities. Such issues could result in the disruption of business processes, network degradation and system downtime, along with the potential that a third party will exploit our critical assets such as intellectual property, proprietary business information and data related to our customers, suppliers and business partners. To the extent that such disruptions occur and our business continuity plans do not effectively address these disruptions in a timely manner, they may cause delays in the manufacture or shipment of our products and the cancellation of customer orders and, as a result, our business operating results and financial condition could be materially and adversely affected, resulting in a possible loss of business or brand reputation.

Commodity shortages, price increases and higher energy prices could negatively affect our financial results.

We rely on suppliers to secure commodities, including steel, zinc, brass and other non-ferrous metals, required for the manufacture of our products. A disruption of deliveries from our suppliers or decreased availability of commodities could have an adverse effect on our ability to meet our commitments to customers or increase our operating costs. We believe that available sources of supply will generally be sufficient for our needs for the foreseeable future. Nonetheless, the unavailability of some commodities could have a material adverse impact on our business.

Volatility in the prices of these commodities could increase the costs of our products and services, and we may not be able to pass on these costs to our customers. We do not currently use financial derivatives to hedge against this volatility; however, we utilize firm purchase commitments to mitigate risk. The pricing of some commodities we use is based on market prices. To mitigate this exposure, we may use annual price contracts to minimize the impact of inflation and to benefit from deflation.

Additionally, we are exposed to fluctuations in energy prices due to the instability of current market prices. Higher energy costs increase our operating costs and the cost of shipping our products and supplying services to our customers around the world. Consequently, sharp price increases, the imposition of taxes or an interruption of supply could cause us to lose the ability to effectively manage the risk of rising energy prices and may have an adverse impact on our results of operations and cash flows.

We may be required to recognize impairment charges for our goodwill, indefinite-lived intangible assets and other long-lived assets.

At December 31, 2019, the net carrying value of our goodwill and other indefinite-lived intangible assets totaled approximately \$873.3 million and \$123.0 million, respectively. Pursuant to GAAP, we are required to annually assess our goodwill, indefinite-lived intangibles and other long-lived assets to determine if they are impaired. In addition, interim assessments must be performed whenever events or changes in circumstances indicate that impairment may have occurred. Significant disruptions to our business, end market conditions and protracted economic weakness, unexpected significant declines in operating results of reporting units, divestitures and market capitalization declines may result in recognition of impairment charges to goodwill or result in the impairment of our indefinite-lived intangible assets or other long-lived assets. Specifically, an unanticipated deterioration in Net revenues and/or operating margins generated by our EMEIA and/or Asia Pacific segments could trigger future impairments in those segments. Any charges relating to such impairments could have a material adverse impact on our results of operations in the periods recognized.

Our ability to successfully grow and expand our business depends on our ability to recruit and retain a highly qualified and diverse workforce.

Our ability to successfully grow and expand our business depends on the contributions and abilities of our employees and key management, including, for example, the ability of our sales force to adapt to any changes made in the sales organization and achieve adequate customer coverage. We must therefore continue to effectively recruit, retain and motivate key management, sales and other highly qualified and skilled personnel to maintain our current business and support our projected growth. A shortage of these key employees for various reasons, including changes in laws and policies regarding immigration and work authorizations in jurisdictions where we have operations, might jeopardize our ability to grow and expand our business.

Our operations are subject to regulatory risks.

Our U.S. and non-U.S. operations are subject to a number of laws and regulations, including fire and building codes and environmental, health and safety standards. We have incurred, and will be required to continue to incur, significant expenditures to comply with these laws and regulations. Changes to, or changes in interpretations of, current laws and regulations could require us to increase our compliance expenditures, cause us to significantly alter or discontinue offering existing products and services or cause us to develop new products and services. Altering current products and services or developing new products and services to comply with changes in the applicable laws and regulations could require significant research and development investments, increase the cost of providing the products and services and adversely affect the demand for our products and services.

In the event a regulatory authority concludes that we are not or have not at all times been in full compliance with these laws or regulations, we could be fined, criminally charged or otherwise sanctioned.

Certain environmental laws assess liability on current or previous owners of real property or operators of manufacturing facilities for the costs of investigation, removal or remediation of hazardous substances or materials at such properties or at properties at which parties have disposed of hazardous substances. Liability for investigative, removal and remedial costs under certain U.S. federal and state laws and certain non-U.S. laws are retroactive, strict and joint and several. In addition to cleanup actions brought by governmental authorities, private parties could bring personal injury or other claims due to the presence of, or exposure to, hazardous substances. We have received notification from U.S. and non-U.S. governmental agencies, including the EPA and similar state environmental agencies, that conditions at a number of current and formerly owned sites where we and others have disposed of hazardous substances require investigation, cleanup and other possible remedial action. These agencies may require that we reimburse the government for its costs incurred at these sites or otherwise pay for the costs of investigation and cleanup of these sites, including by providing compensation for natural resource damage claims from such sites. For more information, see "Business - Environmental Matters."

While we have planned for future capital and operating expenditures to maintain compliance with environmental laws and have accrued for costs related to current remedial efforts, our costs of compliance, or our liabilities arising from past or future releases of, or exposures to, hazardous substances, may exceed our estimates. We may also be subject to additional environmental claims for personal injury or cost recovery actions for remediation of facilities in the future based on our past, present or future business activities.

The capital and credit markets are important to our business.

Instability in U.S. and global capital and credit markets, including market disruptions, limited liquidity and interest rate volatility or reductions in the credit ratings assigned to us by independent ratings agencies, could reduce our access to capital markets or increase the cost of funding our short and long-term credit requirements. In particular, if we are unable to access capital and credit markets on terms that are acceptable to us, we may not be able to make certain investments or fully execute our business plans and strategy.

Our suppliers and customers are also dependent upon the capital and credit markets. Limitations on the ability of customers, suppliers or financial counterparties to access credit could lead to insolvencies of key suppliers and customers, limit or prevent customers from obtaining credit to finance purchases of our products and services and cause delays in the delivery of key products from suppliers.

As a global business, we have a relatively complex tax structure, and there is a risk that tax authorities will disagree with our tax positions.

Since we conduct operations worldwide through our subsidiaries, we are subject to complex transfer pricing regulations in the countries in which we operate. Transfer pricing regulations generally require that, for tax purposes, transactions between us and

our affiliates be priced on a basis that would be comparable to an arm's length transaction and that contemporaneous documentation be maintained to support the tax allocation. Although uniform transfer pricing standards are emerging in many of the countries in which we operate, there is still a relatively high degree of uncertainty and inherent subjectivity in complying with these rules. To the extent that any tax authority disagrees with our transfer pricing policies, we could become subject to significant tax liabilities and penalties. Our tax returns are subject to review by taxing authorities in the jurisdictions in which we operate. Although we believe that we have provided for all tax exposures, the ultimate outcome of a tax review could differ materially from our provisions.

We could be subject to changes in tax rates, the adoption of new U.S. or international tax legislation or exposure to additional tax liabilities.

Our future effective tax rate and cash tax obligations could be adversely affected by shifts in our mix of earnings in countries with varying statutory tax rates, changes in the valuation of our deferred tax assets or liabilities or changes in tax laws, regulations, interpretations or accounting principles, as well as certain discrete items. In addition, we are subject to regular review and audit by both U.S. and non-U.S. tax authorities. As a result, we have received, and may in the future receive, assessments in multiple jurisdictions on various tax-related assertions. Any adverse outcome of such a review or audit could have a negative effect on our operating results and financial condition. In addition, the determination of our worldwide provision for income taxes and other tax liabilities requires significant judgment, and there are many transactions and calculations where the ultimate tax determination is uncertain. Although we believe our estimates are reasonable, the ultimate tax outcome may differ from the amounts recorded in our financial statements and may materially affect our financial results in the period or periods for which such determination is made. Furthermore, due to shifting economic and political conditions, tax policies, laws, interpretations and rates in various jurisdictions may be subject to significant change, which could materially affect our financial position and results of operations. For example, the 2017 Tax Cuts and Jobs Act (the "Tax Reform Act") enacted in December 2017 in the U.S. had a significant impact on our cash tax obligations. In addition, many countries in Europe, as well as a number of other countries and organizations, have recently proposed, recommended or implemented changes to existing tax laws or have enacted new laws that could significantly increase our effective tax rate or cash tax obligations in many countries where we do business or require us to change the manner in which we operate our business.

There are risks associated with our outstanding and future indebtedness.

We have approximately \$1.4 billion of outstanding indebtedness at December 31, 2019. In addition, we have a senior unsecured revolving credit facility (the "Revolving Facility") that permits borrowings of up to an additional \$500 million. Volatility in the credit markets could adversely impact our ability to obtain favorable financing terms in the future. A portion of our cash flows from operations is dedicated to servicing our indebtedness and will not be available for other purposes, including our operations, capital expenditures, payment of dividends, share repurchases or future business opportunities.

Our ability to make scheduled payments or to refinance our debt obligations depends on our financial and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay capital expenditures, reduce or eliminate the payment of dividends, sell assets, seek additional capital or seek to restructure or refinance our indebtedness. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations. In such event, we could face substantial liquidity problems and might be required to sell material assets or operations to attempt to meet our debt service and other obligations.

Additionally, at December 31, 2019, our borrowings include a variable rate term loan facility indexed to LIBOR (the "Term Facility", and together with the Revolving Facility, the "Credit Facilities") with an outstanding balance of \$238.8 million, which exposes us to interest rate risk. However, at December 31, 2019, we also have interest rate swaps for \$200 million of our floating-rate term loans, which expire in September 2020, to manage our interest rate risk. We are also exposed to the risk of rising interest rates to the extent that we fund our operations with short-term or variable-rate borrowings under our Revolving Facility. If LIBOR or other applicable base rates under our Credit Facilities increase in the future, our Interest expense could increase. Additionally, the regulator that oversees LIBOR has announced that it cannot guarantee LIBOR's availability after 2021. In the event LIBOR is discontinued, replaced, significantly changed or ceases to be recognized as an acceptable benchmark, there may be uncertainty or differences in the calculation of our applicable interest rate or required payment amounts for our Credit Facilities. This could also require different hedging strategies and require renegotiation of our existing Credit Facilities. While we do not currently anticipate the transition from LIBOR and the risks thereto to have a material adverse effect on us, it remains uncertain at this time.

Risks Related to Our Incorporation in Ireland

Irish law differs from the laws in effect in the United States and may afford less protection to holders of our securities.

The U.S. currently does not have a treaty with Ireland providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. As such, there is some uncertainty as to whether the courts of Ireland would recognize or enforce judgments of U.S. courts obtained against us or our directors or officers based on U.S. federal or state civil liability laws, including the civil liability provisions of the U.S. federal or state securities laws, or hear actions against us or those persons based on those laws.

As an Irish company, we are governed by the Companies Act 2014 of Ireland, as amended, which differs in some material respects from laws generally applicable to U.S. corporations and shareholders, including, among others, differences relating to interested director and officer transactions and shareholder lawsuits. Likewise, the duties of directors and officers of an Irish company generally are owed to the company only. Shareholders of Irish companies generally do not have a personal right of action against directors or officers of the company and may exercise such rights of action on behalf of the company only in limited circumstances. Accordingly, holders of our securities may have more difficulty protecting their interests than would holders of securities of a corporation incorporated in a jurisdiction of the U.S.

In addition, Irish law allows shareholders to authorize share capital which then can be issued by a board of directors without shareholder approval. Also, subject to specified exceptions, Irish law grants statutory preemptive rights to existing shareholders to subscribe for new issuances of shares for cash. At our annual meeting of shareholders, our shareholders authorized our Board of Directors to issue up to 33% of our issued ordinary shares and further authorized our Board of Directors to issue up to 5% of such shares for cash without first offering them to our existing shareholders. Both of these authorizations will expire after a certain period unless renewed by our shareholders, and we cannot guarantee that the renewal of these authorizations will always be approved. If the Directors' authority to issue ordinary shares is not renewed, then we may be limited in our ability to use our shares, for example, as consideration for acquisitions.

Changes in tax laws, regulations or treaties, changes in our status under the tax laws of many jurisdictions or adverse determinations by taxing authorities could increase our tax burden or otherwise affect our financial condition or operating results, as well as subject our shareholders to additional taxes.

The realization of any tax benefit related to our incorporation and tax residence in Ireland could be impacted by changes in tax laws, tax treaties or tax regulations or the interpretation or enforcement thereof by the tax authorities of many jurisdictions. From time to time, proposals have been made and/or legislation has been introduced to change the tax laws of various jurisdictions or limit tax treaty benefits that if enacted could materially increase our tax burden and/or our effective tax rate. For instance, recently enacted U.S. tax legislation could modify or eliminate the tax deductibility of various currently deductible payments, which could materially and adversely affect our effective tax rate and cash tax position. Moreover, other legislative proposals could have a material adverse impact on us by overriding certain tax treaties and limiting the treaty benefits on certain payments, which could increase our tax liability. We cannot predict the outcome of any specific legislation in any jurisdiction.

While we monitor proposals that would materially impact our tax burden and/or our effective tax rate and investigate our options, we could still be subject to increased taxation on a going forward basis no matter what action we undertake if certain proposals are enacted, certain tax treaties are amended and/or our interpretation of applicable tax law is challenged and determined to be incorrect. In particular, any changes and/or differing interpretations of applicable tax law that have the effect of disregarding our incorporation in Ireland, limiting our ability to take advantage of tax treaties between jurisdictions, modifying or eliminating the deductibility of various currently deductible payments or increasing the tax burden of operating or being resident in a particular country, could subject us to increased taxation.

Dividends received by our shareholders may be subject to Irish dividend withholding tax.

In certain circumstances, we are required to deduct Irish dividend withholding tax (20% prior to December 31, 2019, 25% thereafter) from dividends paid to our shareholders. In the majority of cases, shareholders residing in the U.S. will not be subject to Irish withholding tax, and shareholders resident in a number of other countries will not be subject to Irish withholding tax provided that they complete certain Irish dividend withholding tax forms. However, some shareholders may be subject to withholding tax, which could discourage the investment in our stock and adversely impact the price of our shares.

Dividends received by our shareholders could be subject to Irish income tax.

Dividends paid in respect of our shares generally are not subject to Irish income tax where the beneficial owner of these dividends is exempt from Irish dividend withholding tax, unless the beneficial owner of the dividend has some connection with Ireland other than his or her shareholding in Allegion.

Our shareholders who receive their dividends subject to Irish dividend withholding tax will generally have no further liability to Irish income tax on the dividends unless the beneficial owner of the dividend has some connection with Ireland other than his or her shareholding in Allegion.

Certain provisions in our Memorandum and Articles of Association, among other things, could prevent or delay an acquisition of us, which could decrease the trading price of our ordinary shares.

Our Memorandum and Articles of Association contains provisions to deter takeover practices, inadequate takeover bids and unsolicited offers. These provisions include, amongst others:

- A provision of our Articles of Association which generally prohibits us from engaging in a business combination with an interested shareholder (being (i) the beneficial owner, directly or indirectly, of 10% or more of our voting shares or (ii) an affiliate or associate of us that has at any time within the last five years been the beneficial owner, directly or indirectly, of 10% or more of our voting shares), subject to certain exceptions;
- Rules regarding how shareholders may present proposals or nominate directors for election at shareholder meetings;
- The right of our Board of Directors to issue preferred shares without shareholder approval in certain circumstances, subject to applicable law; and
- The ability of our Board of Directors to set the number of directors and to fill vacancies on our Board of Directors in certain circumstances.

We believe these provisions will provide some protection to our shareholders from coercive or otherwise unfair takeover tactics. These provisions are not intended to make us immune from takeovers. However, these provisions will apply even if the offer may be considered beneficial by some shareholders and could delay or prevent an acquisition that our Board of Directors determines is in our best interests and our shareholders' best interests. These provisions may also prevent or discourage attempts to remove and replace incumbent directors.

In addition, several mandatory provisions of Irish law could prevent or delay an acquisition of us. For example, Irish law does not permit shareholders of an Irish public limited company to take action by written consent with less than unanimous consent. We also will be subject to various provisions of Irish law relating to mandatory bids, voluntary bids, requirements to make a cash offer and minimum price requirements, as well as substantial acquisition rules and rules requiring the disclosure of interests in our shares in certain circumstances. Also, Irish companies, including us, may alter their Memorandum of Association and Articles of Association only with the approval of at least 75% of the votes of the company's shareholders cast in person or by proxy at a general meeting of the company.

The agreements that we entered into with Ingersoll Rand in connection with the Spin-off generally require Ingersoll Rand's consent to any assignment by us of our rights and obligations under the agreements. The consent and termination rights set forth in these agreements might discourage, delay or prevent a change of control that shareholders may consider favorable.

Item 1B. UNRESOLVED STAFF COMMENTS

None.

Item 2. PROPERTIES

We operate through a broad network of sales offices, engineering centers, 32 production and assembly facilities and several distribution centers throughout the world. Our active properties represent about 6.6 million square feet, of which approximately 39% is leased.

The majority of our plant facilities are owned by us with the remainder under long-term lease arrangements. We believe that our plants have been well maintained, are generally in good condition and are suitable for the conduct of our business.

Item 3. LEGAL PROCEEDINGS

In the normal course of business, we are involved in a variety of lawsuits, claims and legal proceedings, including commercial and contract disputes, employment matters, product liability claims, environmental liabilities, intellectual property disputes and tax-related matters. In our opinion, pending legal matters are not expected to have a material adverse impact on our results of operations, financial condition, liquidity or cash flows.

This item should be read in conjunction with the Company's Risk Factors in Part I, Item 1A for additional information.

Item 4. MINE SAFETY DISCLOSURES

Not applicable.

INFORMATION ABOUT OUR EXECUTIVE OFFICERS

The following is a list of executive officers of the Company as of February 18, 2020.

David D. Petratis, age 62, has served as our Chairman, President and Chief Executive Officer since 2013.

Patrick S. Shannon, age 57, has served as our Senior Vice President and Chief Financial Officer since 2013.

Jeffrey N. Braun, age 60, has served as our Senior Vice President and General Counsel since 2014, and Secretary since 2018.

Timothy P. Eckersley, age 58, has served as our Senior Vice President - Americas since 2013.

Tracy L. Kemp, age 51, has served as our Senior Vice President - Chief Customer and Digital Officer since 2019. Ms. Kemp served as our Senior Vice President and Chief Information Officer from 2015 to 2019.

Robert C. Martens, age 49, has served as our Senior Vice President - Chief Innovation and Design Officer since December 2019 and Futurist and President of Allegion Ventures since 2017. Mr. Martens served as Futurist of the Americas region and Director of Connectivity Platforms from 2014 to 2017.

Shelley A. Meador, age 48, has served as our Senior Vice President - Human Resources and Communications since 2016. Ms. Meador served as our Vice President - Tax from 2013 to 2016.

Lucia Veiga Moretti, age 55, has served as our Senior Vice President - EMEA since 2014.

Chris E. Muhlenkamp, age 62, has served as our Senior Vice President - Global Operations and Integrated Supply Chain since 2014.

Douglas P. Ranck, age 61, has served as our Vice President, Controller and Chief Accounting Officer since 2013.

Vincent Wenos, age 53, has served as our Senior Vice President - Chief Technology Officer since 2019. Mr. Wenos served as our Vice President - Global Technology and Engineering from 2018 to 2019 and served as both our Vice President - Americas Engineering and Vice President - Global Mechanical Products from 2016 to 2018. Mr. Wenos previously served as Vice President - Global Product Development and Technology at Stanley Black & Decker, Inc. (a global diversified consumer and industrial products company).

Jeffrey M. Wood, age 49, has served as our Senior Vice President - Asia Pacific since 2017. Mr. Wood served as our Vice President, Global Supply Management from 2013 to 2017.

All above-listed officers except for Mr. Wenos have been employed by the Company for more than the past five years. No family relationship exists between any of the above-listed executive officers of the Company. All officers are elected to hold office for one year or until their successors are elected and qualified.

PART II**Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

Information regarding the principal market for our ordinary shares and related shareholder matters is as follows:

Our ordinary shares are traded on the NYSE under the symbol ALLE. As of February 13, 2020, the number of record holders of ordinary shares was 2,430. Information regarding equity compensation plans required to be disclosed pursuant to this Item is incorporated by reference from our Proxy Statement.

Dividend Policy

Our Board of Directors declared dividends of \$0.27 per ordinary share on February 6, 2019, April 4, 2019, September 5, 2019 and December 5, 2019. On February 6, 2020, our Board of Directors declared a dividend of \$0.32 per ordinary share payable March 31, 2020. We paid a total of \$100.6 million in cash for dividends to ordinary shareholders during the year ended December 31, 2019. Future dividends on our ordinary shares, if any, will be at the discretion of our Board of Directors and will depend on, among other things, our results of operations, cash requirements and surplus, financial condition, contractual restrictions and other factors that the Board of Directors may deem relevant, as well as our ability to pay dividends in compliance with the Irish Companies Act. Under the Irish Companies Act, dividends and distributions may only be made from distributable reserves. Distributable reserves, broadly, means the accumulated realized profits of Allegion plc (ALLE-Ireland). In addition, no distribution or dividend may be made unless the net assets of ALLE-Ireland are equal to, or in excess of, the aggregate of ALLE-Ireland's called up share capital plus undistributable reserves and the distribution does not reduce ALLE-Ireland's net assets below such aggregate.

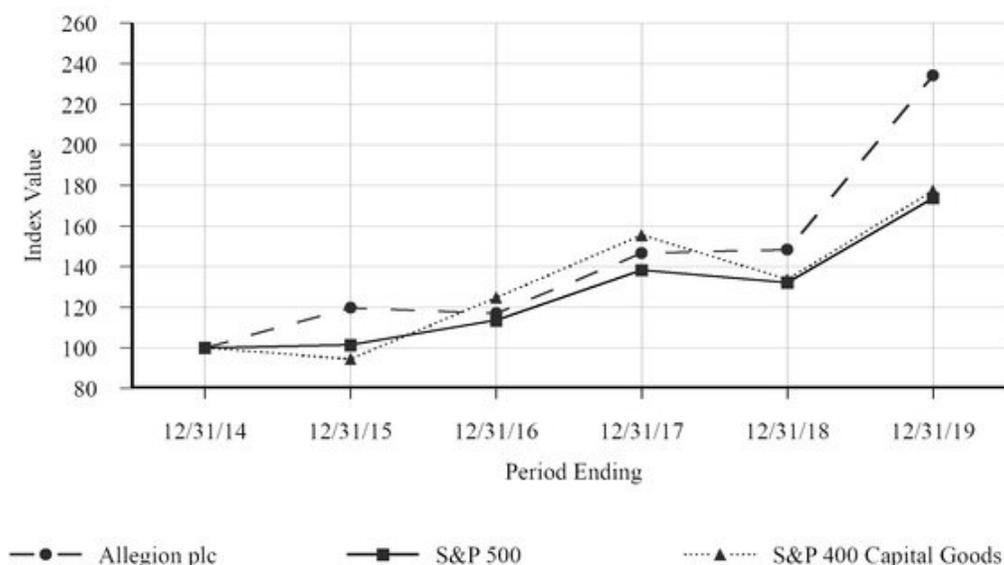
Issuer Purchases of Equity Securities

Period	Total number of shares purchased (000s)	Average price paid per share	Total number of shares purchased as part of the 2017 Share Repurchase Authorization (000s)	Approximate dollar value of shares still available to be purchased under the 2017 Share Repurchase Authorization (000s)
October 1 - October 31	154	\$ 104.52	154	\$ 176,916
November 1 - November 30	117	117.36	117	163,143
December 1 - December 31	133	123.08	133	146,746
Total	404	\$ 114.37	404	\$ 146,746

In February 2017, our Board of Directors approved a share repurchase authorization of up to \$500 million of the Company's ordinary shares (the "2017 Share Repurchase Authorization"). Based on market conditions, share repurchases are made from time to time in the open market at the discretion of management. On February 6, 2020, the Company's Board of Directors approved a new share repurchase authorization of up to, and including, \$800 million of the Company's ordinary shares (the "2020 Share Repurchase Authorization"), replacing the existing 2017 Share Repurchase Authorization. The 2020 Share Repurchase Authorization does not have a prescribed expiration date.

Performance Graph

The annual changes for the five-year period shown below are based on the assumption that \$100 had been invested in Allegion plc ordinary shares, the Standard & Poor's 500 Stock Index ("S&P 500") and the Standard & Poor's 400 Capital Goods Index ("S&P 400 Capital Goods") on December 31, 2014, and that all quarterly dividends were reinvested. The total cumulative dollar returns shown on the graph represent the value that such investments would have had on December 31, 2019.



	December 31, 2014	December 31, 2015	December 31, 2016	December 31, 2017	December 31, 2018	December 31, 2019
Allegion plc	100.00	119.64	117.00	146.62	148.35	234.22
S&P 500	100.00	101.38	113.51	138.29	132.23	173.86
S&P 400 Capital Goods	100.00	94.49	124.67	155.45	133.67	177.45

Item 6. SELECTED FINANCIAL DATA (1)

In millions, except per share amounts:

As of and for the years ended December 31,	2019	2018	2017	2016	2015
Net revenues	\$ 2,854.0	\$ 2,731.7	\$ 2,408.2	\$ 2,238.0	\$ 2,068.1
Net earnings (loss) attributable to Allegion plc ordinary shareholders:					
Continuing operations	401.8 (a)	434.9 (b)	273.3 (c)	229.1 (d)	154.3 (e)
Discontinued operations	—	—	—	—	(0.4)
Total assets	2,967.2	2,810.2	2,542.0	2,247.4	2,263.0
Total debt	1,427.7	1,444.8	1,477.3	1,463.8	1,523.1
Total Allegion plc shareholders' equity	757.4	651.0	401.6	113.3	25.6
Earnings (loss) per share attributable to Allegion plc ordinary shareholders:					
Basic:					
Continuing operations	\$ 4.29	\$ 4.58	\$ 2.87	\$ 2.39	\$ 1.61
Discontinued operations	—	—	—	—	(0.01)
Diluted:					
Continuing operations	\$ 4.26	\$ 4.54	\$ 2.85	\$ 2.36	\$ 1.59
Discontinued operations	—	—	—	—	—
Dividends declared per ordinary share	\$ 1.08	\$ 0.84	\$ 0.64	\$ 0.48	\$ 0.40

- (a) Net earnings for the year ended December 31, 2019, includes a \$31.4 million (net of tax) loss related to the divestitures of our business operations in Colombia and Turkey.
- (b) Net earnings for the year ended December 31, 2018, includes a \$21.9 million tax benefit related to an adjustment to the provisional amounts previously recognized related to the enactment of the Tax Reform Act.
- (c) Net earnings for the year ended December 31, 2017, includes \$44.7 million of costs related to the refinancing of our credit facilities and senior notes and a net tax charge of \$53.5 million related to the Tax Reform Act.
- (d) Net earnings for the year ended December 31, 2016, includes \$84.4 million of losses related to our previously divested Systems Integration business.
- (e) Net earnings from continuing operations for the year ended December 31, 2015, includes \$104.2 million of losses related to the divestitures of our Venezuelan operations and our majority stake in our Systems Integration business.

(1) The Company has not restated 2015 - 2017 for the impact of the adoption of ASC Topic 606, "Revenue from Contracts with Customers" ("ASC 606") as of January 1, 2018, nor 2015 for the impact of the adoption of ASU 2016-09, "Compensation—Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting" in the fourth quarter of 2016. The Company has also not restated the Total assets for 2015 - 2018 for the impact of the adoption of ASC Topic 842, "Leases" as of January 1, 2019. The impact of excluding the above standards in prior period presentation is not material.

Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following Management's Discussion and Analysis of Financial Condition and Results of Operations contains forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from the results discussed in the forward-looking statements. Factors that might cause a difference include, but are not limited to, those discussed under Item 1A. Risk Factors in this Annual Report on Form 10-K. The following section is qualified in its entirety by the more detailed information, including our consolidated financial statements and the notes thereto, which appears elsewhere in this Annual Report.

Overview

Organization

We are a leading global provider of security products and solutions operating in three geographic regions: Americas, EMEIA and Asia Pacific. We sell a wide range of security products and solutions for end-users in commercial, institutional and residential markets worldwide, including the education, healthcare, government, hospitality, commercial office and single and multi-family residential markets. Our leading brands include CISA, Interflex, LCN, Schlage, SimonsVoss and Von Duprin.

Trends and Economic Events

The security products industry has benefited from accelerated growth in institutional, commercial and residential end-markets in recent years. We also expect the security products industry will benefit from favorable long-term demographic trends such as continued urbanization of the global population, increased concerns about safety and security and technology-driven innovation.

In recent years, growth in electronic security products and solutions continues to outperform mechanical products, and we expect growth in the global electronic security product and solution categories we serve to continue to outperform growth in mechanical products and solutions, as end-users adopt newer technologies in their facilities and homes.

The economic conditions discussed above and a number of other challenges and uncertainties that could affect our businesses are described under Part I, Item 1A, "Risk Factors."

2019 and 2018 Significant Events

Turkey Restructuring and Divestiture

In June 2019, the Company closed its production facility in Turkey to help streamline our footprint in EMEIA. Associated with this closure, we have incurred approximately \$8.4 million of qualified restructuring expenses during 2019, which primarily relate to severance and other employee separation costs. We also incurred \$4.3 million of non-qualified restructuring expenses during 2019, which represent costs that were directly attributable to the closure, but that did not fall into the severance, exit or disposal category.

During the fourth quarter of 2019, we sold certain of the former production assets of our Turkey facility for total proceeds of approximately \$4.1 million. The Company recorded a loss on divestiture of \$24.2 million (\$25.5 million, net of tax), primarily driven by \$25.0 million of cumulative currency translation adjustments previously deferred in equity that were reclassified into earnings upon sale.

Colombia Divestiture

During the fourth quarter of 2019, the Company sold its interests in its Colombia operations. As a result of the sale, the Company recorded a net loss on divestiture of \$5.9 million, of which \$1.2 million relates to cumulative currency translation adjustments previously deferred in equity that were reclassified into earnings upon sale.

Acquisitions

We completed six business acquisitions in 2018:

Business	Date
Technical Glass Products, Inc. ("TGP")	January 2018
Hammond Enterprises, Inc. ("Hammond")	January 2018
Qatar Metal Industries LLC ("QMI")	February 2018
AD Systems, Inc. ("AD Systems")	March 2018
Gainsborough Hardware and API Locksmiths ("Door and Access Systems")	July 2018
ISONAS Security Systems, Inc. ("ISONAS")	July 2018

Total cash paid for these acquisitions was approximately \$373 million (net of cash acquired), including \$4.6 million during the year ended December 31, 2019. The incremental impact of these acquisitions for the twelve months ended December 31, 2018 was an increase in Net revenues of approximately \$160.2 million and an increase in Operating income of approximately \$2.8 million. During the years ended December 31, 2019 and 2018, we incurred \$2.0 million and \$10.0 million of acquisition and integration related expenses, respectively.

2019 Dividends

We paid quarterly dividends of \$0.27 per ordinary share to shareholders on record as of March 15, 2019, June 14, 2019, September 16, 2019, and December 17, 2019. We paid a total of \$100.6 million in cash for dividends to ordinary shareholders during the year ended December 31, 2019.

Financing activities

During the year ended December 31, 2019, the Company paid \$226.0 million to repurchase 2.3 million ordinary shares on the open market under our 2017 Share Repurchase Authorization.

Additionally, in 2019, we issued \$400.0 million of 3.500% Senior Notes due 2029 (the "3.500% Senior Notes"). Net proceeds from the issuance of the 3.500% Senior Notes, along with cash on hand, were utilized to make a \$400.0 million principal payment to partially pay down the Company's outstanding term loan facility (the "Term Facility") balance. As a result of this payment, we have satisfied our obligation to make quarterly installments on the Term Facility up to its maturity date, with the remaining outstanding balance of \$238.8 million due on September 12, 2022.

Results of Operations - For the years ended December 31

<i>Dollar amounts in millions, except per share amounts</i>	% of Net		% of Net		% of Net	
	2019	Revenues	2018	Revenues	2017	Revenues
Net revenues	\$ 2,854.0		\$ 2,731.7		\$ 2,408.2	
Cost of goods sold	1,601.7	56.1%	1,558.4	57.0%	1,335.3	55.4%
Selling and administrative expenses	687.2	24.1%	647.5	23.7%	580.4	24.1%
Operating income	565.1	19.8%	525.8	19.2%	492.5	20.5%
Interest expense	56.0		54.0		105.7	
Loss on divestitures	30.1		—		—	
Other expense (income), net	3.8		(3.4)		(8.9)	
Earnings before income taxes	475.2		475.2		395.7	
Provision for income taxes	73.1		39.8		119.0	
Net earnings	402.1		435.4		276.7	
Less: Net earnings attributable to noncontrolling interests	0.3		0.5		3.4	
Net earnings attributable to Allegion plc	\$ 401.8		\$ 434.9		\$ 273.3	
Diluted net earnings per ordinary share attributable to Allegion plc ordinary shareholders:	\$ 4.26		\$ 4.54		\$ 2.85	

Net Revenues

Net revenues for the year ended December 31, 2019, increased by 4.5%, or \$122.3 million, compared to the same period in 2018 due to the following:

Pricing	1.8 %
Volume	2.8 %
Acquisitions / divestitures	1.3 %
Currency exchange rates	(1.4)%
Total	4.5 %

The increase in Net revenues was primarily driven by higher volumes, improved pricing and incremental Net revenues from the acquisitions, less divestitures, discussed above. These increases were partially offset by unfavorable foreign currency exchange rate movements.

Net revenues for the year ended December 31, 2018, increased by 13.4%, or \$323.5 million, compared to the same period in 2017 due to the following:

Pricing	1.6%
Volume	4.4%
Acquisitions	6.6%
Currency exchange rates	0.8%
Total	13.4%

The increase in Net revenues was primarily driven by higher volumes in all segments, improved pricing, incremental Net revenues from the acquisitions discussed above and favorable foreign currency exchange rate movements relative to the U.S. Dollar.

Cost of Goods Sold

For the year ended December 31, 2019, Cost of goods sold as a percentage of Net revenues decreased to 56.1% from 57.0% due to the following:

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Pricing and productivity in excess of inflation	(1.6)%
Volume / product mix	0.2 %
Acquisitions / divestitures	0.2 %
Currency exchange rates	0.1 %
Restructuring / acquisition costs	0.2 %
Total	<u>(0.9)%</u>

Costs of goods sold as a percentage of Net revenues for the year ended December 31, 2019, decreased due to pricing and productivity in excess of inflation. This decrease was partially offset by the impact of volume/product mix, the impact of the acquisitions and divestitures discussed above, unfavorable foreign currency exchange rate movements and increased restructuring and acquisition costs.

For the year ended December 31, 2018, Cost of goods sold as a percentage of Net revenues increased to 57.0% from 55.4% due to the following:

Inflation in excess of pricing and productivity	0.1 %
Volume / product mix	(0.1)%
Acquisitions	1.5 %
Investment spending	0.3 %
Currency exchange rates	(0.1)%
Restructuring / acquisition costs	(0.1)%
Total	<u>1.6 %</u>

Costs of goods sold as a percentage of Net revenues for the year ended December 31, 2018, increased primarily due to inflation in excess of pricing and productivity, the impact of acquisitions and increased investment spending. These increases were partially offset by favorable foreign currency exchange rate movements, favorable product mix and volume and decreased restructuring and acquisition costs.

Selling and Administrative Expenses

For the year ended December 31, 2019, Selling and administrative expenses as a percentage of Net revenues increased to 24.1% from 23.7% due to the following:

Inflation in excess of productivity	0.4 %
Volume leverage	(0.7)%
Acquisitions / divestitures	0.1 %
Investment spending	0.4 %
Currency exchange rates	(0.1)%
Restructuring / acquisition costs	0.1 %
Impairment of trade names	0.2 %
Total	<u>0.4 %</u>

Selling and administrative expenses as a percentage of Net revenues for the year ended December 31, 2019, increased primarily due to inflation in excess of productivity benefits, the impact of the acquisitions and divestitures discussed above, increased investment spending, higher restructuring and acquisition costs and trade name impairment charges recorded during 2019. These increases were partially offset by favorable leverage due to increased volume and foreign currency exchange rate movements.

For the year ended December 31, 2018, Selling and administrative expenses as a percentage of Net revenues decreased to 23.7% from 24.1% due to the following:

Inflation in excess of productivity	0.5 %
Volume leverage	(0.8)%
Acquisitions	(0.4)%
Investment spending	0.3 %
Total	(0.4)%

Selling and administrative expenses as a percentage of Net revenues for the year ended December 31, 2018, decreased primarily due to favorable leverage due to increased volume and the impact of acquisitions. These decreases were partially offset by inflation in excess of productivity benefits and increased investment spending.

Operating Income/Margin

Operating income for the year ended December 31, 2019, increased \$39.3 million from the same period in 2018, and Operating margin increased to 19.8% from 19.2%, due to the following:

<i>In millions</i>	Operating Income	Operating Margin
December 31, 2018	\$ 525.8	19.2 %
Pricing and productivity in excess of inflation	41.3	1.1 %
Volume / product mix	28.7	0.5 %
Currency exchange rates	(7.4)	— %
Investment spending	(11.3)	(0.4)%
Acquisitions / divestitures	(0.2)	(0.2)%
Restructuring / acquisition costs	(5.9)	(0.2)%
Impairment of trade names	(5.9)	(0.2)%
December 31, 2019	\$ 565.1	19.8 %

Operating income increased due to pricing and productivity in excess of inflation and favorable volume/product mix. These increases were partially offset by unfavorable foreign currency exchange rate movements, the impact of acquisitions and divestitures, increased investment spending, higher restructuring and acquisition costs and trade name impairment charges recorded during 2019.

Operating margin increased primarily due to pricing and productivity in excess of inflation and favorable volume/product mix. These increases were partially offset by the impact of acquisitions and divestitures, increased investment spending, higher restructuring and acquisition costs and trade name impairment charges recorded during 2019.

Operating income for the year ended December 31, 2018, increased \$33.3 million from the same period in 2017, and Operating margin decreased to 19.2% from 20.5%, due to the following:

<i>In millions</i>	Operating Income	Operating Margin
December 31, 2017	\$ 492.5	20.5 %
Inflation in excess of pricing and productivity	(6.4)	(0.6)%
Volume / product mix	45.3	0.9 %
Currency exchange rates	3.1	— %
Investment spending	(13.5)	(0.5)%
Acquisitions	2.8	(1.2)%
Restructuring / acquisition costs	2.0	0.1 %
December 31, 2018	\$ 525.8	19.2 %

Operating income increased due to favorable volume/product mix in all segments, foreign currency exchange rate movements, the impact of acquisitions and lower restructuring and acquisition costs. These increases were partially offset by inflation in excess of pricing and productivity and increased investment spending.

Operating margin decreased primarily due to inflation in excess of pricing and productivity, increased investment spending and lower margins from acquisitions made during 2018. These decreases were partially offset by favorable volume/product mix and lower restructuring and acquisition costs.

Interest Expense

Interest expense for the year ended December 31, 2019, increased \$2.0 million compared to the same period of 2018, primarily due to a \$2.7 million charge related to the write-off of previously deferred financing costs related to our Term Facility. This charge was recognized in conjunction with a \$400.0 million principal payment to partially pay down the outstanding Term Facility balance in 2019.

Interest expense for the year ended December 31, 2018, decreased \$51.7 million compared to the same period of 2017, primarily due to \$44.7 million of costs in 2017 associated with the refinancing of our Credit Facilities, issuance of our 3.200% and 3.550% Senior Notes and redemption of our previously outstanding senior notes in 2017. Lower interest rates on our outstanding indebtedness also contributed to the decrease in Interest expense.

Loss on Divestitures

During the year ended December 31, 2019, we recorded a Loss on divestitures of \$30.1 million related to the divestitures of our business operations in Colombia and Turkey.

In June 2019, we closed our production facility in Turkey and subsequently sold certain of the production assets thereof for total proceeds of approximately \$4.1 million. We recorded a loss on divestiture of \$24.2 million (\$25.5 million, net of tax), primarily driven by \$25.0 million of cumulative currency translation adjustments previously deferred in equity that were reclassified to earnings upon sale.

Additionally, during the fourth quarter of 2019, we sold our interests in our Colombia operations for an immaterial amount. As a result of the sale, we recorded a net loss on divestiture of \$5.9 million, of which \$1.2 million relates to cumulative currency translation adjustments previously deferred in equity that were reclassified to earnings upon sale.

Neither of these divestitures is expected to have a material impact on our future results of operations or cash flows.

Other Expense (Income), net

The components of Other expense (income), net, for the years ended December 31 were as follows:

<i>In millions</i>	2019	2018	2017
Interest income	\$ (1.8)	\$ (0.8)	\$ (1.2)
Foreign currency exchange loss	1.8	0.3	0.7
Loss (earnings) from and gains on sale of equity investments	0.1	(0.4)	(5.4)
Net periodic pension and postretirement benefit cost (income), less service cost	6.8	(2.8)	4.3
Other	(3.1)	0.3	(7.3)
Other expense (income), net	<u>\$ 3.8</u>	<u>\$ (3.4)</u>	<u>\$ (8.9)</u>

For the year ended December 31, 2019, Other expense (income), net was unfavorable \$7.2 million compared to 2018, due primarily to an unfavorable change in Net periodic pension and postretirement benefit cost (income), less service cost, of \$9.6 million. This increase in expense was partially offset by investment income of \$3.1 million during 2019, which is included within Other in the table above.

For the year ended December 31, 2018, Other income, net decreased by \$5.5 million compared with the same period in 2017 due to a cumulative gain of \$5.4 million from the sale of iDevices, LLC and gains of \$7.3 million related to legal entity liquidations in our Asia Pacific region, of which \$2.2 million was attributed to noncontrolling interests, in 2017, neither of which recurred in 2018. These decreases were partially offset by Net periodic pension and postretirement benefit income, less service cost of \$2.8 million in 2018, compared to Net periodic pension and postretirement benefit cost, less service cost of \$4.3 million in 2017.

Provision for Income Taxes

On December 22, 2017, the President of the United States signed comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act (the "Tax Reform Act"). The Tax Reform Act makes broad and complex changes to the U.S. tax code which impacted our years ended December 31, 2019, 2018 and 2017, including, but not limited to (1) reducing the U.S. federal corporate

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tax rate, (2) requiring a one-time transition tax on certain unrepatriated earnings of foreign subsidiaries, and (3) requiring a review of the future realizability of deferred tax balances.

For the year ended December 31, 2019, our effective tax rate was 15.4%, compared to 8.4% for the year ended December 31, 2018. The increase in the effective tax rate was primarily driven by the favorable benefit related to the Tax Reform Act recorded in 2018 and the tax costs associated with divestitures in 2019.

For the year ended December 31, 2018, our effective tax rate was 8.4%, compared to 30.1% for the year ended December 31, 2017. The effective income tax rate for the year ended December 31, 2018 was positively impacted by guidance related to the Tax Reform Act and the reduction in the US statutory tax rate from 35% to 21%. The effective income tax rate for the year ended December 31, 2017 was negatively impacted by the enactment of the Tax Reform Act, which was partially offset by a release of valuation allowances.

Review of Business Segments

We operate in and report financial results for three segments: Americas, EMEIA and Asia Pacific. These segments represent the level at which our chief operating decision maker reviews company financial performance and makes operating decisions.

Segment operating income is the measure of profit and loss that our chief operating decision maker uses to evaluate the financial performance of the business and as the basis for resource allocation, performance reviews and compensation. For these reasons, we believe that Segment operating income represents the most relevant measure of Segment profit and loss. Our chief operating decision maker may exclude certain charges or gains, such as corporate charges and other special charges, to arrive at a Segment operating income that is a more meaningful measure of profit and loss upon which to base our operating decisions. We define Segment operating margin as Segment operating income as a percentage of the segment's Net revenues.

The segment discussions that follow describe the significant factors contributing to the changes in results for each segment included in Net earnings.

Segment Results of Operations - For the years ended December 31

<i>In millions</i>	2019	2018	% Change	2018	2017	% Change
Net revenues						
Americas	\$ 2,114.5	\$ 1,988.6	6.3 %	\$ 1,988.6	\$ 1,767.5	12.5 %
EMEIA	572.5	589.9	(2.9)%	589.9	523.5	12.7 %
Asia Pacific	167.0	153.2	9.0 %	153.2	117.2	30.7 %
Total	\$ 2,854.0	\$ 2,731.7		\$ 2,731.7	\$ 2,408.2	
Segment operating income						
Americas	\$ 611.6	\$ 544.5	12.3 %	\$ 544.5	\$ 508.5	7.1 %
EMEIA	34.3	49.3	(30.4)%	49.3	44.1	11.8 %
Asia Pacific	0.5	6.9	(92.8)%	6.9	9.5	(27.4)%
Total	\$ 646.4	\$ 600.7		\$ 600.7	\$ 562.1	
Segment operating margin						
Americas	28.9%	27.4%		27.4%	28.8%	
EMEIA	6.0%	8.4%		8.4%	8.4%	
Asia Pacific	0.3%	4.5%		4.5%	8.1%	

Americas

Our Americas segment is a leading provider of security products and solutions in approximately 30 countries throughout North America, Central America, the Caribbean and South America. The segment sells a broad range of products and solutions including, locks, locksets, portable locks, key systems, door closers, exit devices, doors and door systems, electronic products and access control systems to end-users in commercial, institutional and residential facilities, including the education, healthcare, government, hospitality, commercial office and single and multi-family residential markets. This segment's primary brands are LCN, Schlage, Steelcraft and Von Duprin.

2019 vs 2018Net revenues

Net revenues for the year ended December 31, 2019, increased by 6.3%, or \$125.9 million, compared to the same period in 2018, due to the following:

Pricing	2.2 %
Volume	4.0 %
Acquisitions	0.3 %
Currency exchange rates	(0.2)%
Total	6.3 %

The increase in Net revenues is primarily due to higher volumes, improved pricing and acquisitions during the prior year. These increases were partially offset by unfavorable foreign currency exchange rate movements. Net revenues from non-residential products for the year ended December 31, 2019, increased high single digits compared to the prior year. Net revenues from residential products for the year ended December 31, 2019, increased mid-single digits compared to the prior year.

Operating income/margin

Segment operating income for the year ended December 31, 2019, increased \$67.1 million, and Segment operating margin increased to 28.9% from 27.4% compared to the same period in 2018, due to the following:

<i>In millions</i>	Operating Income	Operating Margin
December 31, 2018	\$ 544.5	27.4 %
Pricing and productivity in excess of inflation	47.7	1.8 %
Volume / product mix	30.6	0.4 %
Currency exchange rates	(2.1)	(0.2)%
Investment spending	(9.6)	(0.5)%
Acquisitions	(0.7)	(0.1)%
Restructuring / acquisition costs	1.2	0.1 %
December 31, 2019	\$ 611.6	28.9 %

The increases were primarily due to pricing improvements and productivity in excess of inflation, favorable volume/product mix and decreased restructuring and acquisition costs. These increases were partially offset by increased investment spending, the impact of acquisitions made during 2018 and unfavorable foreign currency exchange rate movements.

2018 vs 2017Net revenues

Net revenues for the year ended December 31, 2018, increased by 12.5%, or \$221.1 million, compared to the same period in 2017, due to the following:

Pricing	1.7%
Volume	5.1%
Acquisitions	5.7%
Total	12.5%

The increase in Net revenues is due to higher volumes, improved pricing and acquisitions made during 2018. Net revenues from non-residential products for the year ended December 31, 2018, increased mid-teens compared to the prior year, primarily driven by higher volumes, improved pricing and acquisitions made during 2018. Net revenues from residential products for the year ended December 31, 2018, increased mid-single digits compared to the prior year.

Operating income/margin

Segment operating income for the year ended December 31, 2018, increased \$36.0 million, and Segment operating margin decreased to 27.4% from 28.8% compared to the same period in 2017, due to the following:

<i>In millions</i>	Operating Income	Operating Margin
December 31, 2017	\$ 508.5	28.8 %
Inflation in excess of pricing and productivity	(4.2)	(0.8)%
Volume / product mix	42.1	0.9 %
Currency exchange rates	0.7	0.1 %
Investment spending	(7.2)	(0.4)%
Acquisitions	3.3	(1.3)%
Restructuring / acquisition costs	1.3	0.1 %
December 31, 2018	<u>\$ 544.5</u>	<u>27.4 %</u>

Operating income increased primarily due to favorable volume/product mix, favorable foreign currency exchange rate movements, acquisitions made during 2018 and year-over-year decreases in restructuring and acquisition costs. These increases were partially offset by inflation in excess of pricing and productivity and increased investment spending.

Operating margin decreased primarily due to inflation in excess of pricing and productivity, increased investment spending and lower margins from acquisitions. These decreases were partially offset by favorable volume/product mix, favorable foreign currency exchange rate movements and year-over-year decreases in restructuring and acquisition costs.

EMEIA

Our EMEIA segment provides security products and solutions in approximately 85 countries throughout Europe, the Middle East, India and Africa. The segment offers end-users a broad range of products, services and solutions including, locks, locksets, portable locks, key systems, door closers, exit devices, doors and door systems, electronic products and access control systems, as well as time and attendance and workforce productivity solutions. This segment's primary brands are AXA, Bricard, Briton, CISA, Interflex and SimonsVoss. This segment also resells LCN, Schlage and Von Duprin products, primarily in the Middle East.

2019 vs 2018Net revenues

Net revenues for the year ended December 31, 2019, decreased by 2.9%, or \$17.4 million, compared to the same period in 2018, due to the following:

Pricing	1.0 %
Volume	1.0 %
Acquisitions / divestitures	(0.1)%
Currency exchange rates	(4.8)%
Total	<u>(2.9)%</u>

The decrease in Net revenues is primarily due to unfavorable foreign currency exchange movements and the impact of acquisitions and divestitures. These decreases were partially offset by higher volumes and improved pricing in the current year.

Operating income/margin

Segment operating income for the year ended December 31, 2019, decreased \$15.0 million, and Segment operating margin decreased to 6.0% from 8.4% compared to the same period in 2018, due to the following:

<i>In millions</i>	Operating Income	Operating Margin
December 31, 2018	\$ 49.3	8.4 %
Pricing and productivity in excess of inflation	2.1	0.3 %
Volume / product mix	1.5	0.2 %
Currency exchange rates	(5.1)	(0.6)%
Investment spending	(0.5)	(0.1)%
Acquisitions / divestitures	(0.1)	— %
Restructuring / acquisition costs	(11.3)	(1.9)%
Impairment of trade name	(1.6)	(0.3)%
December 31, 2019	\$ 34.3	6.0 %

Operating income decreased due to unfavorable foreign currency exchange rate movements, the impact of acquisitions and divestitures, increased investment spending, year-over-year increases in restructuring and acquisitions costs and a trade name impairment charge recorded during 2019. These decreases were partially offset by pricing improvements and productivity in excess of inflation and favorable volume/product mix.

Operating margin decreased due to unfavorable foreign currency exchange rate movements, increased investment spending, year-over-year increases in restructuring and acquisitions costs and a trade name impairment charge recorded during 2019. These decreases were partially offset by pricing improvements and productivity in excess of inflation and favorable volume/product mix.

2018 vs 2017

Net revenue

Net revenues for the year ended December 31, 2018, increased by 12.7%, or \$66.4 million, compared to the same period in 2017, due to following:

Pricing	1.5%
Volume	2.2%
Acquisitions / divestitures	5.1%
Currency exchange rates	3.9%
Total	12.7%

The increase in Net revenues is due to higher volumes, improved pricing, favorable foreign currency exchange rate movements and the impact of an acquisition made during 2018.

Operating income/margin

Segment operating income for the year ended December 31, 2018, increased \$5.2 million, while Segment operating margin remained consistent at 8.4% in 2018, due to the following:

<i>In millions</i>	Operating Income	Operating Margin
December 31, 2017	\$ 44.1	8.4 %
Pricing and productivity in excess of inflation	0.2	(0.1)%
Volume / product mix	5.3	0.8 %
Currency exchange rates	3.0	0.3 %
Investment spending	(4.1)	(0.8)%
Acquisitions	(2.6)	(0.9)%
Restructuring / acquisition costs	3.4	0.7 %
December 31, 2018	\$ 49.3	8.4 %

Operating income increased due to favorable volume/product mix, pricing improvements and productivity in excess of inflation, favorable foreign currency exchange rate movements and year-over-year decreases in restructuring and acquisition costs. These increases were partially offset by increased investment spending and the impact of an acquisition made during 2018.

Operating margin was unchanged year-over-year at 8.4%. Improvements due to favorable volume/product mix, foreign currency exchange rate movements and year-over-year changes in restructuring and acquisition costs were offset by lower pricing improvements and productivity in excess of inflation, increased investment spending and lower margins from an acquisition made during 2018.

Asia Pacific

Our Asia Pacific segment provides security products, services and solutions in approximately 15 countries throughout the Asia Pacific region. The segment offers end-users a broad range of products, services and solutions including, locks, locksets, portable locks, key systems, door closers, exit devices, electronic products and access control systems. This segment's primary brands are Brio, Briton, FSH, Gainsborough, Legge, Milre and Schlage.

2019 vs 2018

Net revenues

Net revenues for the year ended December 31, 2019, increased by 9.0%, or \$13.8 million, compared to the same period in 2018, due to the following:

Pricing	(0.3)%
Volume	(5.2)%
Acquisitions	19.1 %
Currency exchange rates	(4.6)%
Total	9.0 %

The increase in Net revenues was due to an acquisition in the prior year. This increase was partially offset by unfavorable foreign currency exchange rate movements and lower volumes and pricing.

Operating income/margin

Segment operating income for the year ended December 31, 2019, decreased \$6.4 million, and Segment operating margin decreased to 0.3% from 4.5% compared to the same period in 2018, due to the following:

<i>In millions</i>	Operating Income	Operating Margin
December 31, 2018	\$ 6.9	4.5 %
Pricing and productivity in excess of inflation	2.1	1.4 %
Volume / product mix	(3.4)	(2.1)%
Currency exchange rates	(0.3)	— %
Investment spending	(1.1)	(0.6)%
Acquisitions	0.6	(0.4)%
Impairment of trade name	(4.3)	(2.5)%
December 31, 2019	\$ 0.5	0.3 %

Operating income decreased due to unfavorable volume/product mix, foreign currency exchange rate movements, increased investment spending and a trade name impairment charge recorded during 2019. These decreases were partially offset by pricing improvements and productivity in excess of inflation, which includes a \$1.1 million recovery of previously remitted non-income taxes, and an acquisition during the prior year.

Operating margin decreased due to unfavorable volume/product mix, increased investment spending, lower margins from an acquisition during the prior year and a trade name impairment charge recorded during 2019. These decreases were partially offset by pricing improvements and productivity in excess of inflation.

2018 vs 2017

Net revenues

Net revenues for the year ended December 31, 2018, increased by 30.7%, or \$36.0 million, compared with the same period in 2017, due to the following:

Pricing	(0.1)%
Volume	3.2 %
Acquisitions	28.6 %
Currency exchange rates	(1.0)%
Total	30.7 %

The increase in Net revenues was primarily due to an acquisition made during 2018 and higher volumes. These increases were partially offset by unfavorable foreign currency exchange rate movements and slightly lower pricing.

Operating income/margin

Segment operating income for the year ended December 31, 2018, decreased \$2.6 million, and Segment operating margin decreased to 4.5% from 8.1% compared with the same period in 2017, due to the following:

<i>In millions</i>	<u>Operating Income</u>	<u>Operating Margin</u>
December 31, 2017	\$ 9.5	8.1 %
Pricing and productivity in excess of inflation	1.3	1.1 %
Volume / product mix	(2.1)	(2.0)%
Currency exchange rates	(0.6)	(0.4)%
Investment spending	(1.0)	(0.8)%
Acquisitions	2.1	(0.4)%
Restructuring / acquisition costs	(2.3)	(1.1)%
December 31, 2018	<u>\$ 6.9</u>	<u>4.5 %</u>

Operating income decreased due to unfavorable volume/product mix, unfavorable foreign currency exchange rate movements, increased investment spending and year-over-year increases in restructuring and acquisition costs. These decreases were partially offset by pricing and productivity improvements in excess of inflation and an acquisition made during 2018.

Operating margin decreased due to unfavorable volume/product mix, unfavorable foreign currency exchange rate movements, increased investment spending, lower margins from an acquisition made during 2018 and year-over-year increases in restructuring and acquisition expenses. These decreases were partially offset by pricing and productivity improvements in excess of inflation.

Liquidity and Capital Resources

Sources and uses of liquidity

Our primary source of liquidity is cash provided by operating activities. Cash provided by operating activities is used to invest in new product development, fund capital expenditures and fund working capital requirements and is expected to be adequate to service any future debt, pay any declared dividends and potentially fund acquisitions and share repurchases. Our ability to fund these capital needs depends on our ongoing ability to generate cash from our operating activities and to access our borrowing facilities (including unused availability under our Revolving Facility) and capital markets. We believe that our future cash provided by operating activities, availability under our Revolving Facility and access to funds on hand and capital markets will provide adequate resources to fund our operating and financing needs.

The following table reflects the major categories of cash flows for the years ended December 31. For additional details, please see the Consolidated Statements of Cash Flows in the Consolidated Financial Statements.

<i>In millions</i>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Net cash provided by operating activities	\$ 488.2	\$ 457.8	\$ 347.2
Net cash used in investing activities	(77.6)	(443.8)	(50.2)
Net cash used in financing activities	\$ (342.2)	\$ (183.4)	\$ (150.9)

Operating activities

Net cash provided by operating activities for the year ended December 31, 2019, increased \$30.4 million compared to 2018, primarily driven by changes in working capital.

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Net cash provided by operating activities for the year ended December 31, 2018, increased \$110.6 million compared to 2017. This increase was primarily due to higher Net earnings in 2018 and a discretionary \$50.0 million contribution to the U.S. qualified defined benefit pension plan in 2017, partially offset by changes in working capital and an increase in cash paid for taxes.

Investing activities

Net cash used in investing activities for the year ended December 31, 2019, decreased \$366.2 million compared to 2018. The decrease is primarily due to a \$368.5 million reduction in cash payments related to acquisitions and equity investments in businesses, as well as the purchase of \$14.3 million of investments during the year ended December 31, 2018, which did not recur in 2019. These decreases were partially offset by an increase in capital expenditures of \$16.5 million during 2019 compared to 2018.

Net cash used in investing activities for the year ended December 31, 2018, increased \$393.6 million compared to 2017. The increase is primarily due to \$376.1 million of cash payments related to acquisitions and equity investments in businesses during 2018, compared to \$20.8 million for an acquisition in 2017. Additionally contributing to the increase in Net cash used in investing activities was the purchase of \$14.3 million of investments during the year ended December 31, 2018 and the sale of an equity investment during 2017, which resulted in an investing cash inflow of \$15.6 million that did not recur in 2018.

Financing activities

Net cash used in financing activities for the year ended December 31, 2019, increased \$158.8 million compared to 2018. The increase is primarily due to increases of \$158.7 million in share repurchases and \$21.2 million in dividend payments year-over-year. Partially offsetting these increases was an \$18.2 million decrease in debt repayments, net, compared to 2018.

Net cash used in financing activities for the year ended December 31, 2018, increased \$32.5 million compared to 2017. The increase is primarily due to an increase in dividend payments of \$18.5 million year-over-year. Additionally, during the year ended December 31, 2018, we repurchased \$67.3 million of common shares, compared to \$60.0 million during 2017.

Capitalization

At December 31, long-term debt and other borrowings consisted of the following:

<i>In millions</i>	2019	2018
Term Facility	\$ 238.8	\$ 656.3
Revolving Facility	—	—
3.200% Senior Notes due 2024	400.0	400.0
3.550% Senior Notes due 2027	400.0	400.0
3.500% Senior Notes due 2029	400.0	—
Other debt	0.7	1.2
Total borrowings outstanding	1,439.5	1,457.5
Less discounts and debt issuance costs, net	(11.8)	(12.7)
Total debt	1,427.7	1,444.8
Less current portion of long-term debt	0.1	35.3
Total long-term debt	\$ 1,427.6	\$ 1,409.5

As of December 31, 2019, we have an unsecured Credit Agreement in place, consisting of a \$700.0 million term loan facility (the “Term Facility”), of which \$238.8 million is outstanding at December 31, 2019, and a \$500.0 million revolving credit facility (the “Revolving Facility” and, together with the Term Facility, the “Credit Facilities”). The Credit Facilities mature on September 12, 2022.

At inception, the Term Facility was scheduled to amortize in quarterly installments at the following rates: 1.25% per quarter starting December 31, 2017 through December 31, 2020, 2.5% per quarter from March 31, 2021 through June 30, 2022, with the balance due on September 12, 2022. Principal amounts repaid on the Term Facility may not be reborrowed. During the year ended December 31, 2019, we made a \$400.0 million principal payment to partially pay down the outstanding Term Facility balance, utilizing all of the net proceeds from the issuance of the 3.500% Senior Notes, plus cash on hand. As a result of this payment, we

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have satisfied our obligation to make quarterly installments on the Term Facility up to the maturity date, with the remaining outstanding balance due on September 12, 2022.

The Revolving Facility provides aggregate commitments of up to \$500.0 million, which includes up to \$100.0 million for the issuance of letters of credit. At December 31, 2019, there were no borrowings outstanding on the Revolving Facility, and we had \$16.3 million of letters of credit outstanding. Commitments under the Revolving Facility may be reduced at any time without premium or penalty, and amounts repaid may be reborrowed.

Outstanding borrowings under the Credit Facilities accrue interest at our option of (i) a LIBOR rate plus the applicable margin or (ii) a base rate plus the applicable margin. The applicable margin ranges from 1.125% to 1.500% depending on our credit ratings. To manage our exposure to fluctuations in LIBOR rates, we have interest rate swaps to fix the interest rate for \$200.0 million of the outstanding borrowings as of December 31, 2019 (see Note 10 to the Consolidated Financial Statements).

As of December 31, 2019, we also have \$400.0 million outstanding of 3.200% Senior Notes due 2024 (the "3.200% Senior Notes") and \$400.0 million outstanding of 3.550% Senior Notes due 2027 (the "3.550% Senior Notes"). The 3.200% Senior Notes and 3.550% Senior Notes require semi-annual interest payments on April 1 and October 1 of each year and will mature on October 1, 2024, and October 1, 2027, respectively. Additionally, during the year ended December 31, 2019, we issued \$400.0 million aggregate principal amount of our 3.500% Senior Notes due 2029 (the "3.500% Senior Notes"). The 3.500% Senior Notes require semi-annual interest payments on April 1 and October 1, beginning April 1, 2020, and will mature on October 1, 2029. Net proceeds from the issuance of the 3.500% Senior Notes, along with cash on hand, were utilized to make the \$400.0 million principal payment on the Term Facility discussed above.

Historically, the majority of our earnings were considered to be permanently reinvested in jurisdictions where we have made, and intend to continue to make, substantial investments to support the ongoing development and growth of our global operations. At December 31, 2019, we have analyzed our working capital requirements and the potential tax liabilities that would be incurred if certain subsidiaries made distributions and concluded that no material changes to our historic permanent reinvestment assertions are required.

Pension Plans

Our investment objective in managing defined benefit plan assets is to ensure that all present and future benefit obligations are met as they come due. We seek to achieve this goal while trying to mitigate volatility in plan funded status, contributions and expense by better matching the characteristics of the plan assets to that of the plan liabilities. Global asset allocation decisions are based on a dynamic approach whereby a plan's allocation to fixed income assets increases as the funded status increases. We monitor plan funded status, asset allocation and the impact of market conditions on our defined benefit plans regularly in addition to investment manager performance. None of our defined benefit pension plans have experienced a significant impact on their liquidity due to volatility in the markets. For further details on pension plan activity, see Note 12 to the Consolidated Financial Statements.

Contractual Obligations

The following table summarizes our contractual cash obligations by required payment periods:

<i>In millions</i>	2020	2021-2022	2023-2024	Thereafter	Total
Long-term debt (including current maturities)	\$ 0.1	\$ 239.0	\$ 400.4	\$ 800.0	\$ 1,439.5
Interest payments on long-term debt	48.5	96.7	78.8	105.6	329.6
Purchase obligations	406.1	—	—	—	406.1
Operating leases	28.7	36.1	12.0	15.4	92.2
Total contractual cash obligations	\$ 483.4	\$ 371.8	\$ 491.2	\$ 921.0	\$ 2,267.4

Future interest payments on variable rate long-term debt are estimated based on the rate in effect as of December 31, 2019. Future expected obligations under our pension and postretirement benefit plans, income taxes, environmental and product liability matters have not been included in the contractual cash obligations table above.

Pensions

At December 31, 2019, we had net pension liabilities of \$35.0 million, which consist of plan assets of \$710.5 million and benefit obligations of \$745.5 million. It is our objective to contribute to our pension plans in order to ensure adequate funds are available in the plans to make benefit payments to plan participants and beneficiaries when required. At December 31, 2019, the funded

status of our qualified pension plan for U.S. employees increased to 93.5% from 93.1% at December 31, 2018. The funded status for our non-U.S. pension plans increased to 101.1% at December 31, 2019 from 98.7% at December 31, 2018. The funded status for all of our pension plans at December 31, 2019 increased to 95.3% from 94.1% at December 31, 2018. We currently project that approximately \$11.5 million will be contributed to our plans worldwide in 2020. Because the timing and amounts of long-term funding requirements for pension obligations are uncertain, they have been excluded from the preceding table. See Note 12 to the Consolidated Financial Statements for additional information.

Postretirement Benefits Other than Pensions ("OPEB")

At December 31, 2019, we had postretirement benefit obligations of \$6.8 million. We fund OPEB costs principally on a pay-as-you-go basis as medical costs are incurred by covered retiree populations. Benefit payments, which are net of expected plan participant contributions and Medicare Part D subsidies, are not expected to be material in 2020. Because the timing and amounts of long-term funding requirements for OPEB obligations are uncertain, they have been excluded from the preceding table.

Income Taxes

At December 31, 2019, we have total unrecognized tax benefits for uncertain tax positions of \$37.3 million and \$6.2 million of related accrued interest and penalties, net of tax. These liabilities have been excluded from the preceding table as we are unable to reasonably estimate the amount and period in which these liabilities might be paid. See Note 18 to the Consolidated Financial Statements for additional information regarding matters relating to income taxes, including unrecognized tax benefits and tax authority disputes.

Contingent Liabilities

We are involved in various litigation, claims and administrative proceedings, including those related to environmental, asbestos-related and product liability matters. We believe that these liabilities are subject to the uncertainties inherent in estimating future costs for contingent liabilities and will likely be resolved over an extended period of time. Because the timing and amounts of potential future cash flows are uncertain, they have been excluded from the preceding table. See Note 21 to the Consolidated Financial Statements for additional information.

Critical Accounting Policies

Management's Discussion and Analysis of Financial Condition and Results of Operations are based upon our Consolidated Financial Statements, which have been prepared in accordance with GAAP. The preparation of financial statements in conformity with those accounting principles requires management to use judgment in making estimates and assumptions based on the relevant information available at the end of each period. These estimates and assumptions have a significant effect on reported amounts of assets and liabilities, revenues and expenses as well as the disclosure of contingent assets and liabilities because they result primarily from the need to make estimates and assumptions on matters that are inherently uncertain. Actual results may differ from estimates. If updated information or actual amounts are different from previous estimates, the revisions are included in our results for the period in which they become known.

The following is a summary of certain accounting estimates and assumptions made by management that we consider critical:

- *Goodwill and indefinite-lived intangible assets* – We have significant goodwill and indefinite-lived intangible assets on our Consolidated Balance Sheets related to previous business combinations. Our goodwill and other indefinite-lived intangible assets are tested annually during the fourth quarter for impairment or when there is a significant change in events or circumstances that indicate the fair value of an asset is more likely than not less than the carrying amount of the asset.

Recoverability of goodwill is measured at the reporting unit level and starts with a comparison of the carrying amount of a reporting unit to its estimated fair value. If the estimated fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is not impaired. To the extent that the carrying value of a reporting unit exceeds its estimated fair value, a goodwill impairment charge will be recognized for the amount by which the carrying value of the reporting unit exceeds its fair value, not to exceed the carrying amount of goodwill of the reporting unit.

As quoted market prices are not available for our reporting units, the calculation of their estimated fair values is based on two valuation techniques, a discounted cash flow model (income approach) and a market multiple of earnings (market approach), with each method being weighted in the calculation. The income approach relies on the Company's estimates of revenue growth rates, margin assumptions and discount rates to estimate future cash flows and explicitly addresses factors such as timing, with due consideration given to forecasting risk. The market approach requires the determination of an appropriate peer group, which is utilized to derive estimated fair values of our reporting units based on selected market

multiples. The market approach reflects the market's expectations for future growth and risk, with adjustments to account for differences between the selected peer group companies and the subject reporting units.

The estimated fair values for each of our reporting units exceeded their carrying values by more than 15% for the 2019 goodwill impairment test. Assessing the fair value of our reporting units includes, among other things, making key assumptions for estimating future cash flows and appropriate market multiples. These assumptions are subject to a high degree of judgment and complexity. We make every effort to estimate future cash flows as accurately as possible with the information available at the time the forecast is developed. However, changes in assumptions and estimates may affect the estimated fair value of the reporting unit and could result in impairment charges in future periods. Factors that have the potential to create variances in the estimated fair value of the reporting unit include, but are not limited to, the following:

- Decreases in estimated market sizes or market growth rates due to greater-than-expected declines in volumes, pricing pressures or disruptive technology;
- Declines in our market share and penetration assumptions due to increased competition or an inability to develop or launch new products;
- The impacts of market volatility, including greater-than-expected declines in pricing, reductions in volumes or fluctuations in foreign exchange rates;
- The level of success of on-going and future research and development efforts, including those related to recent acquisitions, and increases in the research and development costs necessary to obtain regulatory approvals and launch new products;
- Increases in the price or decreases in the availability of key commodities and the impact of higher energy prices; and
- Increases in our market-participant risk-adjusted weighted-average cost of capital.

Other Indefinite-lived intangible assets – Recoverability of indefinite-lived intangible assets is determined on a relief from royalty methodology, which is based on the implied royalty paid, at an appropriate discount rate, to license the use of an asset rather than owning the asset. The present value of the after-tax cost savings (i.e. royalty relief) indicates the estimated fair value of the asset. Any excess of the carrying value over the estimated fair value is recognized as an impairment loss equal to that excess. Based on the result of our 2019 impairment testing, it was determined that two of our indefinite-lived trade names were impaired. Accordingly, an impairment charge of \$5.9 million was recorded in the fourth quarter of 2019 (see Note 6 to the Consolidated Financial Statements for additional information).

A significant increase in the discount rate, decrease in the long-term growth rate, decrease in the royalty rate or substantial reductions in our end-markets and volume assumptions could have a negative impact on the estimated fair values of any of our indefinite-lived intangible assets. The estimates of fair value are based on the best information available as of the date of the assessment, which primarily incorporates management assumptions about expected future cash flows.

- *Revenue recognition* – Net revenues are recognized based on the satisfaction of performance obligations under the terms of a contract. A performance obligation is a promise in a contract to transfer control of a distinct product or to provide a service, or a bundle of products or services, to a customer, and is the unit of account under ASC 606, "Revenues from Contracts with Customers". We have two principal revenue streams, tangible product sales and services. Approximately 99% of consolidated Net revenues involve contracts with a single performance obligation, the transfer of control of a product or bundle of products to a customer. Transfer of control typically occurs when goods are shipped from our facilities or at other predetermined control transfer points (for instance, destination terms). Net revenues are measured as the amount of consideration we expect to receive in exchange for transferring control of the products and takes into account variable consideration, such as sales incentive programs, including discounts and volume rebates. The existence of these programs does not preclude revenue recognition but does require our best estimate of the variable consideration to be made based on expected activity, as these items are reserved for as a deduction to Net revenues over time based on our historical rates of providing these incentives and annual forecasted sales volumes.

Our remaining Net revenues involve services, including installation and consulting. Unlike the single performance obligation to ship a product or bundle of products, revenue recognition related to services revenues is delayed until the service based performance obligations are satisfied. In some instances, customer acceptance provisions are included in sales arrangements to give the buyer the ability to ensure the service meets the criteria established in the order. In these instances, revenue recognition is deferred until the performance obligations are satisfied, which could include acceptance terms specified in the arrangement being fulfilled through customer acceptance or a demonstration that established criteria have been satisfied.

We do not adjust the transaction price for the effects of a significant financing component, as the time period between control transfer of goods and services is less than one year. Sales, value-added and other similar taxes collected by us are excluded from Net revenues. We also have elected to account for shipping and handling activities that occur after control

of the related goods transfers as fulfillment activities instead of performance obligations. Our payment terms are generally consistent with the industries in which our businesses operate.

Sales returns and customer disputes involving a question of quantity or price are accounted for as variable consideration, and therefore, as a reduction in revenue and a contra receivable. All other incentives or incentive programs where the customer is required to reach a certain level of purchases, remain a customer for a certain period, provide a rebate form or is subject to additional requirements are also considered variable consideration and are accounted for as a reduction of revenue and a liability. Variable consideration is estimated based on the most likely amount we expect to receive from customers. Each of these accruals represents the Company's best estimate of the most likely amount expected to be received from customers based on historical experience. These estimates are reviewed regularly for accuracy. If updated information or actual amounts are different from previous estimates, the revisions are included in the Company's results for the period in which they become known. Historically, the aggregate differences, if any, between the Company's estimates and actual amounts in any year have not had a material impact on the Consolidated Financial Statements. We also offer a standard warranty with most product sales, and the value of such warranty is included in the contractual price. The corresponding cost of the warranty obligation is accrued as a liability (see Note 21).

- *Income taxes* – We account for income taxes in accordance with ASC Topic 740. Deferred tax assets and liabilities are determined based on temporary differences between financial reporting and tax bases of assets and liabilities, applying enacted tax rates expected to be in effect for the year in which the differences are expected to reverse. We recognize future tax benefits, such as net operating losses and non-U.S. tax credits, to the extent that realizing these benefits is considered in our judgment to be more likely than not. We regularly review the recoverability of our deferred tax assets considering our historic profitability, projected future taxable income, timing of the reversals of existing temporary differences and the feasibility of our tax planning strategies. Where appropriate, we record a valuation allowance with respect to future tax benefits.

The provision for income taxes involves a significant amount of management judgment regarding interpretation of relevant facts and laws in the jurisdictions in which we operate. Future changes in applicable laws, projected levels of taxable income and tax planning could change the effective tax rate and tax balances recorded by us. In addition, tax authorities periodically review income tax returns filed by us and can raise issues regarding our filing positions, timing and amount of income or deductions and the allocation of income among the jurisdictions in which we operate. A significant period of time may elapse between the filing of an income tax return and the ultimate resolution of an issue raised by a revenue authority with respect to that return. We believe that we have adequately provided for any reasonably foreseeable resolution of these matters. We will adjust our estimates if significant events so dictate. To the extent that the ultimate results differ from our original or adjusted estimates, the effect will be recorded in the provision for income taxes in the period that the matter is finally resolved.

- *Employee benefit plans* – We provide a range of benefits to eligible employees and retirees, including pensions, postretirement and postemployment benefits. Determining the cost associated with such benefits is dependent on various actuarial assumptions including discount rates, expected return on plan assets, compensation increases, employee mortality, turnover rates and healthcare cost trend rates. Actuarial valuations are performed to determine expense in accordance with GAAP. Actual results may differ from the actuarial assumptions and are generally accumulated into Accumulated other comprehensive loss and amortized into earnings over future periods.

We review our actuarial assumptions at each measurement date and make modifications to the assumptions based on current rates and trends, if appropriate. The discount rate, the rate of compensation increase and the expected long-term rates of return on plan assets are determined as of each measurement date. Discount rates for all plans are established using hypothetical yield curves based on the yields of corporate bonds rated AA quality. Spot rates are developed from the yield curve and used to discount future benefit payments. The rate of compensation increase is dependent on expected future compensation levels. The expected long-term rate of return on plan assets reflects the average rate of returns expected on the funds invested or to be invested to provide for the benefits included in the projected benefit obligation. The expected long-term rate of return on plan assets is based on what is achievable given the plan's investment policy, the types of assets held and the target asset allocation. The expected long-term rate of return is determined as of each measurement date.

We believe the assumptions utilized in recording our obligations under our plans are reasonable based on input from our actuaries, outside investment advisors and information as to assumptions used by plan sponsors.

Changes in any of the assumptions can have an impact on the net periodic pension and postretirement benefit cost. Estimated sensitivities to the expected 2020 net periodic pension benefit cost of a 0.25% rate decline in the two basic assumptions are as follows: the decline in the discount rate would increase expense by approximately \$0.9 million and the decline in the estimated return on assets would increase expense by approximately \$0.7 million.

- *Business combinations* – The fair value of the consideration paid in a business combination is allocated to the tangible and identifiable intangible assets acquired, liabilities assumed and goodwill. Acquired intangible assets primarily include indefinite-lived trade names, customer relationships and completed technologies. The accounting for acquisitions involves a considerable amount of judgment and estimation, including the fair value of acquired intangible assets involving projections of future revenues and cash flows that are either discounted at an estimated discount rate or measured at an estimated royalty rate; fair value of other acquired assets and assumed liabilities, including potential contingencies; and the useful lives of the acquired assets. The assumptions used to determine the fair value of acquired intangible assets include projections developed using internal forecasts, available industry and market data, estimates of long-term growth rates, profitability, customer attrition and royalty rates, which are determined at the time of the business combination. The Company uses an income approach or market approach (or both) in accordance with accepted valuation models for each acquired intangible asset to determine the fair value. The impact of prior or future business combinations on our financial condition or results of operations may be materially impacted by the change in or initial selection of assumptions and estimates.

Recent Accounting Pronouncements

See Note 2 to our Consolidated Financial Statements included in Item 8 herein for a discussion of recently issued and adopted accounting pronouncements.

Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

We are exposed to fluctuations in currency exchange rates, interest rates and commodity prices which could impact our results of operations and financial condition.

Foreign Currency Exposures

We have operations throughout the world that manufacture and sell products in various international markets. As a result, we are exposed to movements in exchange rates of various currencies against the U.S. dollar as well as against other currencies throughout the world. We actively manage material currency exposures that are associated with purchases and sales and other assets and liabilities at the legal entity level; however, we do not hedge currency translation risk. We attempt to hedge exposures that cannot be naturally offset to an insignificant amount with foreign currency derivatives. Derivative instruments utilized by us in our hedging activities are viewed as risk management tools, involve little complexity and are not used for trading or speculative purposes. To minimize the risk of counter party non-performance, derivative instrument agreements are made only through major financial institutions with significant experience in such derivative instruments.

We evaluate our exposure to changes in currency exchange rates on our foreign currency derivatives using a sensitivity analysis. The sensitivity analysis is a measurement of the potential loss in fair value based on a percentage change in exchange rates. Based on the firmly committed currency derivative instruments in place at December 31, 2019, a hypothetical change in fair value of those derivative instruments assuming a 10% adverse change in exchange rates would result in an additional unrealized loss of approximately \$12.7 million. This amount, when realized, would be partially offset by changes in the fair value of the underlying transactions.

Commodity Price Exposures

We are exposed to volatility in the prices of commodities used in some of our products and we use fixed price contracts to manage this exposure. We do not have committed commodity derivative instruments in place at December 31, 2019.

Interest Rate Exposure

Outstanding borrowings under our Credit Facilities accrue interest at our option of (i) a LIBOR rate plus the applicable margin or (ii) a base rate plus the applicable margin. The applicable margin ranges from 1.125% to 1.500% depending on our credit ratings. At December 31, 2019, the outstanding borrowings of \$238.8 million under the Term Facility accrue interest at LIBOR plus a margin of 1.250%. To manage our exposure to fluctuations in LIBOR rates, we have interest rate swaps to fix the interest rate for \$200.0 million of the outstanding borrowings, which expire in September 2020.

We are also exposed to the risk of rising interest rates to the extent that we fund our operations with short-term or variable-rate borrowings, as we have the ability to incur up to \$500 million of additional variable-rate debt under our Revolving Facility. If LIBOR or other applicable base rates of our Credit Facilities increase in the future, our Interest expense could increase.

Item 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

- (a) The following Consolidated Financial Statements and Financial Statement Schedule and the report thereon of PricewaterhouseCoopers LLP dated February 18, 2020, are presented following Item 16 of this Annual Report on Form 10-K.

Consolidated Financial Statements:

Report of independent registered public accounting firm
 Consolidated Statements of Comprehensive Income for the years ended December 31, 2019, 2018 and 2017
 Consolidated Balance Sheets at December 31, 2019 and 2018
 For the years ended December 31, 2019, 2018 and 2017:

Consolidated Statements of Equity
 Consolidated Statements of Cash Flows

Notes to Consolidated Financial Statements

Financial Statement Schedule:

Schedule II – Valuation and Qualifying Accounts for the years ended December 31, 2019, 2018 and 2017

- (b) The unaudited selected quarterly financial data for the two years ended December 31, is as follows:

In millions, except per share amounts

	2019			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Net revenues	\$ 655.0	\$ 731.2	\$ 748.3	\$ 719.5
Cost of goods sold	378.1	410.5	412.8	400.3
Operating income	108.0	145.7	168.1	143.3
Net earnings	80.3	109.4	131.7	80.7
Net earnings attributable to Allegion plc	80.2	109.3	131.6	80.7
Earnings per share attributable to Allegion plc ordinary shareholders:				
Basic	\$ 0.85	\$ 1.17	\$ 1.41	\$ 0.87
Diluted	\$ 0.84	\$ 1.16	\$ 1.40	\$ 0.86

	2018			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Net revenues	\$ 613.1	\$ 704.7	\$ 711.5	\$ 702.4
Cost of goods sold	355.3	399.1	402.1	401.9
Operating income	98.7	143.4	142.3	141.4
Net earnings	72.4	114.0	116.1	132.9
Net earnings attributable to Allegion plc	72.2	113.9	116.0	132.8
Earnings per share attributable to Allegion plc ordinary shareholders:				
Basic	\$ 0.76	\$ 1.20	\$ 1.22	\$ 1.40
Diluted	\$ 0.75	\$ 1.19	\$ 1.21	\$ 1.39

Net earnings from the fourth quarter of 2019 includes a \$31.4 million (net of tax) loss on the divestitures of our business operations in Colombia and Turkey.

Net earnings from the fourth quarter of 2018 includes a net tax benefit of \$18.6 million related to an adjustment to the provisional accounting related to the Tax Reform Act.

Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

Item 9A. CONTROLS AND PROCEDURES

(a) *Evaluation of Disclosure Controls and Procedures*

The Company's management, including its Chief Executive Officer and Chief Financial Officer, have conducted an evaluation of the effectiveness of the Company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act)), as of the end of the period covered by this Annual Report on Form 10-K. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded as of December 31, 2019, that the Company's disclosure controls and procedures were effective in ensuring that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act has been recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms, and that such information has been accumulated and communicated to the Company's management including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

(b) *Management's Report on Internal Control Over Financial Reporting*

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined under Exchange Act Rules 13a-15(f) and 15d-15(f). Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Internal control over financial reporting includes those policies and procedures that:

- pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Company's assets;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that the Company's receipts and expenditures are being made only in accordance with authorizations of the Company's management and directors; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

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

Management assessed the effectiveness of our internal control over financial reporting as of December 31, 2019. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control-Integrated Framework (2013)*. We concluded that our internal control over financial reporting was effective as of December 31, 2019.

The effectiveness of our internal control over financial reporting has been audited by PricewaterhouseCoopers LLP, the independent registered public accounting firm, as stated in their report herein.

(c) *Changes in Internal Control Over Financial Reporting*

There were no changes in the Company's internal control over financial reporting that occurred during the quarter ended December 31, 2019 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. The Company did implement changes to internal controls due to the adoption of ASC 842 effective January 1, 2019. These changes include implementing a new lease accounting system and processes to evaluate and account for contracts under the new accounting standard. There were no significant changes to the Company's internal control over financial reporting due to the adoption of this new standard.

Item 9B. OTHER INFORMATION

None.

PART III

Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information regarding our executive officers is included in Part I under the caption "Executive Officers of the Registrant."

The other information required by this item is incorporated herein by reference to the information contained under the headings "Item 1. Election of Directors", "Delinquent Section 16(a) Reports" and "Corporate Governance" in our Proxy Statement.

Item 11. EXECUTIVE COMPENSATION

The other information required by this item is incorporated herein by reference to the information contained under the headings "Compensation Discussion and Analysis", "Executive Compensation" and "Compensation Committee Report" in our Proxy Statement.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The other information required by this item is incorporated herein by reference to the information contained under the headings "Security Ownership of Certain Beneficial Owners and Management" and "Equity Compensation Plan Information" of our Proxy Statement.

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The other information required by this item is incorporated herein by reference to the information contained under the headings "Corporate Governance" and "Certain Relationships and Related Person Transactions" of our Proxy Statement.

Item 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this item is incorporated herein by reference to the information contained under the caption "Fees of the Independent Auditors" in our Proxy Statement.

PART IV

Item 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

- (a) 1. and 2. Financial statements and financial statement schedule
 See Item 8.
3. Exhibits
 The exhibits listed on the accompanying index to exhibits are filed as part of this Annual Report on Form 10-K.

ALLEGION PLC
INDEX TO EXHIBITS
(Item 15(a))

Description

Pursuant to the rules and regulations of the SEC, we have filed certain agreements as exhibits to this Annual Report on Form 10-K. These agreements may contain representations and warranties by the parties. These representations and warranties have been made solely for the benefit of the other party or parties to such agreements and (i) may have been qualified by disclosures made to such other party or parties, (ii) were made only as of the date of such agreements or such other date(s) as may be specified in such agreements and are subject to more recent developments, which may not be fully reflected in our public disclosure, (iii) may reflect the allocation of risk among the parties to such agreements and (iv) may apply materiality standards different from what may be viewed as material to investors. Accordingly, these representations and warranties may not describe our actual state of affairs at the date hereof and should not be relied upon.

(a) Exhibits

Exhibit Number	Exhibit Description	Method of Filing
2.1	Separation and Distribution Agreement between Ingersoll-Rand plc and Allegion plc, dated November 29, 2013.	Incorporated by reference to Exhibit 2.1 of the Company's Form 8-K filed with the SEC on December 2, 2013 (File No. 001-35971).
3.1	Amended and Restated Memorandum and Articles of Association of Allegion plc.	Incorporated by reference to Exhibit 3.1 of the Company's Form 8-K filed with the SEC on June 13, 2016 (File No. 001-35971).
4.1	Indenture, dated as of October 2, 2017, among Allegion US Holding Company Inc., Allegion plc and Wells Fargo Bank, National Association.	Incorporated by reference to Exhibit 4.1 of the Company's Form 8-K filed October 2, 2017.
4.2	First Supplemental Indenture, dated as of October 2, 2017, among Allegion US Holding Company Inc., Allegion plc and Wells Fargo Bank, National Association.	Incorporated by reference to Exhibit 4.2 of the Company's Form 8-K filed October 2, 2017.
4.3	Form of Global Note representing the 3.200% Senior Notes due 2024.	Incorporated by reference to Exhibit 4.3 of the Company's Form 8-K filed October 2, 2017 (included in Exhibit 4.2).
4.4	Second Supplemental Indenture, dated as of October 2, 2017, among Allegion US Holding Company Inc., Allegion plc and Wells Fargo Bank, National Association.	Incorporated by reference to Exhibit 4.4 of the Company's Form 8-K filed October 2, 2017.
4.5	Form of Global Note representing the 3.550% Senior Notes due 2027.	Incorporated by reference to Exhibit 4.5 of the Company's Form 8-K filed October 2, 2017 (included in Exhibit 4.4).
4.6	Third Supplemental Indenture, dated as of September 27, 2019, among Allegion plc, Allegion US Holding Company Inc. and Wells Fargo Bank, National Association.	Incorporated by reference to Exhibit 4.2 of the Company's Form 8-K filed September 27, 2019.
4.7	Form of Global Note representing the 3.500% Senior Notes due 2029.	Incorporated by reference to Exhibit 4.3 of the Company's Form 8-K filed September 27, 2019 (included in Exhibit 4.2).
4.8	Description of the Registrant's Securities registered pursuant to Section 12 of the Securities Exchange Act of 1934.	Filed herewith.
10.1	Form of Separation Agreement and Release. *	Incorporated by reference to Exhibit 10.1 of the Company's Form 10-K filed with the SEC on February 19, 2019 (File No. 001-35971).
10.2	Tax Matters Agreement between Ingersoll-Rand plc and Allegion plc.	Incorporated by reference to Exhibit 10.1 of the Company's Form 8-K filed with the SEC on December 2, 2013 (File No. 001-35971).

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10.3	Credit Agreement, dated as of September 12, 2017.	Incorporated by reference to Exhibit 10.1 of the Company's Form 8-K filed September 15, 2017.
10.4	Employee Matters Agreement between Ingersoll-Rand plc and Allegion plc.	Incorporated by reference to Exhibit 10.2 of the Company's Form 8-K filed with the SEC on December 2, 2013 (File No. 001-35971).
10.5	2013 Incentive Stock Plan. *	Incorporated by reference to Exhibit 10.5 of the Company's Registration Statement on Form 10 filed with the SEC on June 17, 2013, as amended (File No. 001-35971).
10.6	Executive Deferred Compensation Plan. *	Incorporated by reference to Exhibit 10.6 of the Company's Registration Statement on Form 10 filed with the SEC on June 17, 2013, as amended (File No. 001-35971).
10.7	Supplemental Employee Savings Plan. *	Filed herewith.
10.8	Elected Officer Supplemental Program. *	Incorporated by reference to Exhibit 10.8 of the Company's Registration Statement on Form 10 filed with the SEC on June 17, 2013, as amended (File No. 001-35971).
10.9	Key Management Supplemental Program. *	Incorporated by reference to Exhibit 10.9 of the Company's Registration Statement on Form 10 filed with the SEC on June 17, 2013, as amended (File No. 001-35971).
10.10	Supplemental Pension Plan. *	Incorporated by reference to Exhibit 10.10 of the Company's Registration Statement on Form 10 filed with the SEC on June 17, 2013, as amended (File No. 001-35971).
10.11	Senior Executive Performance Plan. *	Incorporated by reference to Exhibit 10.11 of the Company's Registration Statement on Form 10 filed with the SEC on June 17, 2013, as amended (File No. 001-35971).
10.12	David D. Petratis Offer Letter, dated June 19, 2013. *	Incorporated by reference to Exhibit 10.14 of the Company's Registration Statement on Form 10 filed with the SEC on June 17, 2013, as amended (File No. 001-35971).
10.13	Patrick S. Shannon Offer Letter, dated April 9, 2013. *	Incorporated by reference to Exhibit 10.15 of the Company's Registration Statement on Form 10 filed with the SEC on June 17, 2013, as amended (File No. 001-35971).
10.14	Timothy P. Eckersley Offer Letter, dated October 3, 2013. *	Incorporated by reference to Exhibit 10.16 of the Company's Registration Statement on Form 10 filed with the SEC on June 17, 2013, as amended (File No. 001-35971).
10.15	Lucia V. Moretti, Offer Letter, dated February 19, 2014. *	Incorporated by reference to Exhibit 10.1 of the Company's Form 10-K filed with the SEC on February 26, 2016 (File No. 001-35971).
10.16	Jeffrey N. Braun Offer Letter, dated June 13, 2014. *	Incorporated by reference to Exhibit 10.15 of the Company's Form 10-K filed with the SEC on February 17, 2017 (File No. 001-35971).
10.17	Form of Allegion plc Deed Poll Indemnity.	Incorporated by reference to Exhibit 10.21 of the Company's Registration Statement on Form 10 filed with the SEC on June 17, 2013, as amended (File No. 001-35971).
10.18	Form of Allegion US Holding Company, Inc. Deed Poll Indemnity.	Incorporated by reference to Exhibit 10.22 of the Company's Registration Statement on Form 10 filed with the SEC on June 17, 2013, as amended (File No. 001-35971).

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10.19	Form of Allegion Irish Holding Company Limited Deed Poll Indemnity.	Incorporated by reference to Exhibit 10.23 of the Company's Registration Statement on Form 10 filed with the SEC on June 17, 2013, as amended (File No. 001-35971).
10.20	Annual Incentive Plan. *	Incorporated by reference to Exhibit 10.1 of the Company's Form 10-K filed with the SEC on March 10, 2014 (File No. 001-35971).
10.21	Change in Control Severance Plan. *	Incorporated by reference to Exhibit 10.2 of the Company's Form 10-K filed with the SEC on March 10, 2014 (File No. 001-35971).
10.22	Form of Restricted Stock Unit Award Agreement. *	Filed herewith.
10.23	Form of Stock Option Award Agreement. *	Filed herewith.
10.24	Form of Performance Stock Unit Award Agreement. *	Filed herewith.
10.25	Form of Special Restricted Stock Unit Award Agreement. *	Incorporated by reference to Exhibit 10.4 of the Company's Form 8-K filed with the SEC on February 9, 2016 (File No. 001-35971).
10.26	Form of Non-Employee Director Restricted Stock Unit Award Agreement. *	Incorporated by reference to Exhibit 10.1 of the Company's Form 10-Q filed with the SEC on April 30, 2015 (File No. 001-35971).
10.27	Share Purchase Agreement dated June 26, 2015 between SimonsVoss Luxco S.à r.l., SimonsVoss Co-Invest GmbH & Co. KG, Mr Frank Rövekamp and Allegion Luxembourg Holding & Financing S.à r.l.	Incorporated by reference to Exhibit 10.1 of the Company's Form 10-Q filed with the SEC on July 30, 2015 (File No. 001-35971).
21.1	List of subsidiaries of Allegion plc.	Filed herewith.
23.1	Consent of Independent Registered Public Accounting Firm.	Filed herewith.
31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a) or Rule 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith.
31.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a) or Rule 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith.
32.1	Certifications of Chief Executive Officer and Chief Financial Officer Pursuant to Rule 13a-14(b) or Rule 15d-14(b) and 18U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Furnished herewith.
101.INS	XBRL Instance Document.	The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	XBRL Taxonomy Extension Schema Document.	Filed herewith.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.	Filed herewith.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.	Filed herewith.
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document.	Filed herewith.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.	Filed herewith.

* Compensatory plan or arrangement.

Item 16. FORM 10-K SUMMARY

Not applicable.

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

Signature	Title	Date
<u>/s/ David D. Petratis</u> (David D. Petratis)	Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)	February 18, 2020
<u>/s/ Patrick S. Shannon</u> (Patrick S. Shannon)	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	February 18, 2020
<u>/s/ Douglas P. Ranck</u> (Douglas P. Ranck)	Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)	February 18, 2020
<u>/s/ Kirk S. Hachigian</u> (Kirk S. Hachigian)	Director	February 18, 2020
<u>/s/ Steven C. Mizell</u> (Steven C. Mizell)	Director	February 18, 2020
<u>/s/ Nicole Parent Haughey</u> (Nicole Parent Haughey)	Director	February 18, 2020
<u>/s/ Dean Schaffer</u> (Dean Schaffer)	Director	February 18, 2020
<u>/s/ Charles L. Szews</u> (Charles L. Szews)	Director	February 18, 2020
<u>/s/ Martin E. Welch III</u> (Martin E. Welch III)	Director	February 18, 2020

ALLEGION PLC
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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Allegion plc:

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Allegion plc and its subsidiaries (the “Company”) as of December 31, 2019 and 2018, and the related consolidated statements of comprehensive income, of equity and of cash flows for each of the three years in the period ended December 31, 2019, including the related notes and financial statement schedule listed in the accompanying index (collectively referred to as the “consolidated financial statements”). We also have audited the Company's internal control over financial reporting as of December 31, 2019, based on criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2019 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Change in Accounting Principle

As discussed in Note 2 and Note 11 to the consolidated financial statements, the Company changed the manner in which it accounts for leases in 2019.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

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

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

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Goodwill Impairment Assessment - EMEIA and Asia Pacific Reporting Units

As described in Notes 2 and 5 to the consolidated financial statements, the Company's consolidated goodwill balance was \$873.3 million as of December 31, 2019, and the goodwill associated with the EMEIA and Asia Pacific reporting units was \$285.5 million and \$102.8 million, respectively. Goodwill is tested annually for impairment during the fourth quarter or whenever there is a significant change in events or circumstances that indicate that the fair value of the reporting unit is more likely than not less than the carrying amount of the reporting unit. If the estimated fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is not impaired. To the extent that the carrying value of the reporting unit exceeds its estimated fair value, a goodwill impairment charge will be recognized for the amount by which the carrying value of the reporting unit exceeds its fair value, not to exceed the carrying amount of goodwill. Estimated fair value of the Company's reporting units is based on two valuation techniques, a discounted cash flow model (income approach) and a market multiple of earnings (market approach), with each method being weighted in the calculation. The income approach relies on management's estimates of revenue growth rates, margin assumptions, and discount rates to estimate future cash flows. The market approach requires the determination of an appropriate peer group, which is utilized to derive estimated fair values based on selected market multiples.

The principal considerations for our determination that performing procedures relating to the goodwill impairment assessment of EMEIA and Asia Pacific reporting units is a critical audit matter are there was significant judgment by management when developing the fair value measurements of the reporting units. This in turn led to a high degree of auditor judgment, subjectivity, and effort in performing procedures to evaluate management's cash flow projections and significant assumptions, including revenue growth rates, margin assumptions, discount rates, peer group determination, and market multiple selection. In addition, the audit effort involved the use of professionals with specialized skill and knowledge to assist in performing these procedures and evaluating the audit evidence obtained from these procedures.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's goodwill impairment assessment, including controls over the valuation of the Company's reporting units. These procedures also included, among others, testing management's process for developing the fair value estimates; evaluating the appropriateness of the discounted cash flow and market multiple models; testing the completeness, accuracy, and relevance of the underlying data used in the models; and evaluating the significant assumptions used by management, including the revenue growth rates, margin assumptions, discount rates, peer group determination, and market multiple selection. Evaluating management's assumptions relating to revenue growth rates and margin assumptions involved evaluating whether the assumptions used by management were reasonable considering (i) the current and past performance of the reporting units, (ii) the consistency with external market and industry data, and (iii) whether these assumptions were consistent with evidence obtained in other areas of the audit. Evaluating the Company's peer group determinations included assessing the appropriateness of the identified peer companies. Professionals with specialized skill and knowledge were used to assist in the evaluation of the Company's discounted cash flow and market multiple models, and certain significant assumptions, including the discount rates, selected peer groups, and market multiples.

/s/ PricewaterhouseCoopers LLP
Indianapolis, Indiana
February 18, 2020

We have served as the Company's auditor since 2013.

Allegion plc

Consolidated Statements of Comprehensive Income

In millions, except per share amounts

For the years ended December 31,	2019	2018	2017
Net revenues	\$ 2,854.0	\$ 2,731.7	\$ 2,408.2
Cost of goods sold	1,601.7	1,558.4	1,335.3
Selling and administrative expenses	687.2	647.5	580.4
Operating income	565.1	525.8	492.5
Interest expense	56.0	54.0	105.7
Loss on divestitures	30.1	—	—
Other expense (income), net	3.8	(3.4)	(8.9)
Earnings before income taxes	475.2	475.2	395.7
Provision for income taxes	73.1	39.8	119.0
Net earnings	402.1	435.4	276.7
Less: Net earnings attributable to noncontrolling interests	0.3	0.5	3.4
Net earnings attributable to Allegion plc	\$ 401.8	\$ 434.9	\$ 273.3
Amounts attributable to Allegion plc ordinary shareholders:			
Earnings per share attributable to Allegion plc ordinary shareholders:			
Basic net earnings:	\$ 4.29	\$ 4.58	\$ 2.87
Diluted net earnings:	\$ 4.26	\$ 4.54	\$ 2.85
Net earnings	\$ 402.1	\$ 435.4	\$ 276.7
Other comprehensive income (loss), net of tax			
Currency translation	13.4	(56.9)	97.5
Cash flow hedges:			
Unrealized net gains arising during period	—	4.6	5.2
Net gains reclassified into earnings	(7.5)	(2.3)	(4.7)
Tax benefit (expense)	1.9	(0.5)	(0.1)
Total cash flow hedges, net of tax	(5.6)	1.8	0.4
Pension and OPEB adjustments:			
Prior service (costs) gains and net actuarial (losses) gains, net	(8.3)	(16.6)	25.5
Amortization reclassified into earnings	6.1	4.5	5.2
Settlements/curtailments reclassified into earnings	2.3	—	0.1
Currency translation and other	(2.7)	5.1	0.7
Tax (expense) benefit	(0.4)	1.6	(12.2)
Total pension and OPEB adjustments, net of tax	(3.0)	(5.4)	19.3
Other comprehensive income (loss), net of tax	4.8	(60.5)	117.2
Total comprehensive income, net of tax	406.9	374.9	393.9
Less: Total comprehensive income attributable to noncontrolling interests	0.2	0.9	2.8
Total comprehensive income attributable to Allegion plc	\$ 406.7	\$ 374.0	\$ 391.1

See accompanying notes to consolidated financial statements.

Allegion plc

Consolidated Balance Sheets

In millions, except share amounts

As of December 31,	2019	2018
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 355.3	\$ 283.8
Restricted cash	3.4	6.8
Accounts and notes receivable, net	329.8	324.9
Inventories	269.9	280.3
Current tax receivable	14.2	15.4
Other current assets	29.2	19.6
Assets held for sale	—	0.8
Total current assets	1,001.8	931.6
Property, plant and equipment, net	291.4	276.7
Goodwill	873.3	883.0
Intangible assets, net	510.9	547.1
Deferred and noncurrent income taxes	112.5	84.6
Other noncurrent assets	177.3	87.2
Total assets	\$ 2,967.2	\$ 2,810.2
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 221.0	\$ 235.0
Accrued compensation and benefits	98.4	95.3
Accrued expenses and other current liabilities	174.7	135.0
Current tax payable	12.8	20.2
Short-term borrowings and current maturities of long-term debt	0.1	35.3
Total current liabilities	507.0	520.8
Long-term debt	1,427.6	1,409.5
Postemployment and other benefit liabilities	87.7	81.2
Deferred and noncurrent income taxes	107.8	115.9
Other noncurrent liabilities	76.7	28.8
Total liabilities	2,206.8	2,156.2
Equity:		
Allegion plc shareholders' equity		
Ordinary shares, \$0.01 par value (92,723,682 and 94,637,450 shares issued and outstanding at December 31, 2019 and 2018, respectively)	0.9	0.9
Capital in excess of par value	—	—
Retained earnings	975.1	873.6
Accumulated other comprehensive loss	(218.6)	(223.5)
Total Allegion plc shareholders' equity	757.4	651.0
Noncontrolling interests	3.0	3.0
Total equity	760.4	654.0
Total liabilities and equity	\$ 2,967.2	\$ 2,810.2

See accompanying notes to consolidated financial statements.

Allegion plc
Consolidated Statements of Equity

<i>In millions</i>	Allegion plc Shareholders' equity						
	Total equity	Ordinary Shares		Capital in excess of par value	Retained earnings	Accumulated other comprehensive loss	Noncontrolling interests
		Amount	Shares				
Balance at December 31, 2016	\$ 116.4	\$ 1.0	95.3	\$ —	\$ 376.6	\$ (264.3)	\$ 3.1
Cumulative effect of change in accounting principle	(5.0)	—	—	—	(5.0)	—	—
Net earnings	276.7	—	—	—	273.3	—	3.4
Other comprehensive income (loss), net	117.2	—	—	—	—	117.8	(0.6)
Shares issued under incentive stock plans	7.2	—	—	7.2	—	—	—
Repurchase of ordinary shares	(60.0)	—	(0.8)	(13.9)	(46.1)	—	—
Share-based compensation	15.8	—	0.6	15.8	—	—	—
Dividends declared to noncontrolling interests	(1.8)	—	—	—	—	—	(1.8)
Cash dividends declared (\$0.64 per share)	(60.9)	—	—	—	(60.9)	—	—
Other (see Note 14)	(0.1)	—	—	—	6.5	(6.4)	(0.2)
Balance at December 31, 2017	405.5	1.0	95.1	9.1	544.4	(152.9)	3.9
Net earnings	435.4	—	—	—	434.9	—	0.5
Other comprehensive (loss) income, net	(60.5)	—	—	—	—	(60.9)	0.4
Shares issued under incentive stock plans	3.2	—	—	3.2	—	—	—
Repurchase of ordinary shares	(67.3)	(0.1)	(0.9)	(31.5)	(35.7)	—	—
Share-based compensation	19.2	—	0.4	19.2	—	—	—
Dividends declared to noncontrolling interests	(1.8)	—	—	—	—	—	(1.8)
Cash dividends declared (\$0.84 per share)	(79.7)	—	—	—	(79.7)	—	—
Reclassification due to adoption of ASU 2018-02 (see Note 14)	—	—	—	—	9.7	(9.7)	—
Balance at December 31, 2018	654.0	0.9	94.6	—	873.6	(223.5)	3.0
Net earnings	402.1	—	—	—	401.8	—	0.3
Other comprehensive income (loss), net	4.8	—	—	—	—	4.9	(0.1)
Repurchase of ordinary shares	(226.0)	—	(2.3)	(26.5)	(199.5)	—	—
Share-based compensation activity	26.5	—	0.4	26.5	—	—	—
Dividends declared to noncontrolling interests	(0.2)	—	—	—	—	—	(0.2)
Cash dividends declared (\$1.08 per share)	(100.9)	—	—	—	(100.9)	—	—
Other	0.1	—	—	—	0.1	—	—
Balance at December 31, 2019	\$ 760.4	\$ 0.9	92.7	\$ —	\$ 975.1	\$ (218.6)	\$ 3.0

See accompanying notes to consolidated financial statements.

Allegion plc

Consolidated Statements of Cash Flows

In millions

For the years ended December 31,	2019	2018	2017
Cash flows from operating activities:			
Net earnings	\$ 402.1	\$ 435.4	\$ 276.7
Adjustments to arrive at net cash provided by operating activities:			
Debt extinguishment costs	2.7	—	43.1
Depreciation and amortization	83.0	86.2	66.9
Impairment of trade names	5.9	—	—
Share-based compensation	20.4	19.6	16.2
Loss on divestitures	30.1	—	—
Discretionary pension plan contribution	—	—	(50.0)
Deferred income taxes	(30.2)	(64.4)	24.9
Other items	(3.6)	(8.0)	(2.4)
Changes in other assets and liabilities			
Accounts and notes receivable	(6.0)	(8.6)	(22.7)
Inventories	5.4	(19.7)	(4.4)
Other current and noncurrent assets	(15.0)	(3.3)	3.5
Accounts payable	(11.0)	33.9	0.4
Other current and noncurrent liabilities	4.4	(13.3)	(5.0)
Net cash provided by operating activities	488.2	457.8	347.2
Cash flows from investing activities:			
Capital expenditures	(65.6)	(49.1)	(49.3)
Acquisition of and equity investments in businesses, net of cash acquired	(7.6)	(376.1)	(20.8)
Proceeds from sale of equity investment	—	—	15.6
Proceeds related to business dispositions	3.3	—	1.2
Purchase of investments	—	(14.3)	—
Other investing activities, net	(7.7)	(4.3)	3.1
Net cash used in investing activities	\$ (77.6)	\$ (443.8)	\$ (50.2)
Cash flows from financing activities:			
Short-term borrowings, net	\$ (0.2)	\$ (0.6)	\$ (1.3)
Proceeds from Revolving facility	—	115.0	165.0
Repayments of Revolving facility	—	(115.0)	(165.0)
Issuance of term facility	—	—	700.0
Settlement of second amended credit facility	—	—	(856.3)
Proceeds from issuance of senior notes	400.0	—	800.0
Redemption of senior notes	—	—	(600.0)
Payments of long-term debt	(417.7)	(35.5)	(32.3)
Net (repayments of) proceeds from debt	(17.9)	(36.1)	10.1
Debt issuance costs	(4.2)	—	(9.5)
Redemption premium	—	—	(33.2)
Dividends paid to ordinary shareholders	(100.6)	(79.4)	(60.9)
Repurchase of ordinary shares	(226.0)	(67.3)	(60.0)
Proceeds from shares issued under incentive plans	6.5	3.2	7.2
Other financing activities, net	—	(3.8)	(4.6)
Net cash used in financing activities	(342.2)	(183.4)	(150.9)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(0.3)	(6.2)	7.7
Net increase (decrease) in cash, cash equivalents and restricted cash	68.1	(175.6)	153.8
Cash, cash equivalents and restricted cash – beginning of period	290.6	466.2	312.4
Cash, cash equivalents and restricted cash – end of period	\$ 358.7	\$ 290.6	\$ 466.2

See accompanying notes to consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 – DESCRIPTION OF COMPANY AND BASIS OF PRESENTATION

Allegion plc, an Irish public limited company, and its consolidated subsidiaries ("Allegion" or "the Company") are a leading global company that provides security products and solutions that keep people and assets safe and secure in the places where they reside, work and thrive. Allegion creates peace of mind by pioneering safety and security with a vision of seamless access and a safer world. The Company offers an extensive and versatile portfolio of mechanical and electronic security products and solutions across a range of market-leading brands including CISA®, Interflex®, LCN®, Schlage®, SimonsVoss® and Von Duprin®.

Basis of presentation: The Consolidated Financial Statements were prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP") as defined by the Financial Accounting Standards Board ("FASB") within the FASB Accounting Standards Codification ("ASC").

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of significant accounting policies used in the preparation of the accompanying Consolidated Financial Statements follows:

Principles of Consolidation: The Consolidated Financial Statements include all controlled subsidiaries of the Company. A noncontrolling interest in a subsidiary is considered an ownership interest in a controlled subsidiary that is not attributable to the Company. The Company includes noncontrolling interests as a component of Total equity in the Consolidated Balance Sheets and the Net earnings attributable to noncontrolling interests are presented as an adjustment from Net earnings used to arrive at Net earnings attributable to Allegion plc in the Consolidated Statements of Comprehensive Income.

Equity method affiliates represent unconsolidated entities in which the Company demonstrates significant influence in the affiliate but does not have a controlling financial interest. The Company is also required to consolidate variable interest entities in which it bears a majority of the risk to the entities' potential losses or stands to gain from a majority of the entities' expected returns.

Use of Estimates: The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosures of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting period. Estimates are based on several factors including the facts and circumstances available at the time the estimates are made, historical experience, risk of loss, general economic conditions and trends and the assessment of the probable future outcome. Some of the more significant estimates include useful lives of property, plant and equipment and intangible assets, purchase price allocations of acquired businesses, valuation of assets and liabilities including goodwill and other intangible assets, product warranties, sales allowances, pension plan benefits, postretirement benefits other than pensions, taxes, lease related assets and liabilities, environmental costs and product liability and other contingencies. Actual results could differ from those estimates. Estimates and assumptions are reviewed periodically, and the effects of changes, if any, are reflected in the Consolidated Statements of Comprehensive Income in the period that they are determined.

Currency Translation: Assets and liabilities where the functional currency is not the U.S. dollar have been translated at year-end exchange rates, and income and expense accounts have been translated using average exchange rates throughout the year. Adjustments resulting from the process of translating a subsidiary's financial statements into the U.S. dollar have been recorded in the Equity section of the Consolidated Balance Sheets within Accumulated other comprehensive loss.

Cash and Cash Equivalents: Cash and cash equivalents include cash on hand, demand deposits and all highly liquid investments with original maturities at the time of purchase of three months or less.

Inventories: Inventories are stated at the lower of cost and net realizable value using the first-in, first-out (FIFO) method.

Allowance for Doubtful Accounts: The Company provides for an allowance for doubtful accounts and notes receivable, which represents the best estimate of probable loss inherent in the Company's accounts and notes receivable portfolios. The Company's estimates are influenced by a continuing credit evaluation of customers' financial condition, trade accounts and notes receivable aging and historical loss experience. The Company has reserved \$5.6 million and \$3.3 million for doubtful accounts and notes receivable as of December 31, 2019 and 2018, respectively.

Property, Plant and Equipment: Property, plant and equipment are stated at cost, less accumulated depreciation. Assets placed in service are recorded at cost and depreciated using the straight-line method over the estimated useful life of the asset except for

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leasehold improvements, which are depreciated over the shorter of their economic useful life or their lease term. The range of useful lives used to depreciate property, plant and equipment is as follows:

Buildings	10	to	50	years
Machinery and equipment	2	to	12	years
Software	2	to	7	years

Repair and maintenance costs that do not extend the useful life of the asset are expensed as incurred. Major replacements and significant improvements that increase asset values and extend useful lives are capitalized.

The Company assesses the recoverability of the carrying value of its property, plant and equipment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be fully recoverable. Recoverability is measured by a comparison of the carrying amount of an asset to the future net undiscounted cash flows expected to be generated by the asset. If the undiscounted cash flows are less than the carrying amount of the asset, an impairment loss is recognized for the amount by which the carrying value of the asset exceeds the fair value of the asset.

Investments: The Company periodically invests in debt or equity securities of start-up companies and/or development stage technology or other companies without acquiring a controlling interest. The Company applies the equity method of accounting when the Company has the ability to exercise significant influence over the operating and financial decision making of the investee. Investments in equity method affiliates totaled \$18.2 million and \$16.0 million as of December 31, 2019 and 2018, respectively. Debt and equity investments that have readily determinable fair values in which the Company does not have significant influence are generally classified as available-for-sale securities and subsequently measured at fair value with any unrealized holding gains and losses being reported in Other comprehensive income. The Company's investments without readily determinable fair values are measured at cost minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issuer and are qualitatively assessed for impairment indicators at each reporting period. Investments in debt and equity securities not accounted for under the equity method of accounting totaled \$18.1 million and \$9.5 million as of December 31, 2019 and 2018, respectively. The Company's investments are principally recorded within Other noncurrent assets within the Consolidated Balance Sheets.

Leases: In accordance with ASC 842, the Company records a right-of-use ("ROU") asset and lease liability for substantially all leases for which it is a lessee. In determining if a contract represents a lease, consideration is given to all relevant facts and circumstances to assess whether or not the contract conveys the right to control the use of an identified asset, either explicit or implicit, for a period of time in exchange for consideration. Judgment and estimation is also required in determining the lease classification and the amount of the ROU asset and corresponding lease liability for each lease, which includes determining the appropriate lease term and an applicable discount rate. The Company assesses the specific terms and conditions of each lease to determine the appropriate classification as either an operating or finance lease. In determining the appropriate length of the lease term, both the minimum period over which lease payments are required plus any renewal options that are both within the Company's control to exercise and are reasonably certain of being exercised as of lease commencement are considered. The Company considers all relevant factors to determine if sufficient incentives exist as of lease commencement to conclude whether or not renewal is reasonably certain. When available, the rate implicit in the lease is utilized as the discount rate to determine the lease liability. If this rate is unavailable, the Company utilizes its incremental borrowing rate as the discount rate, which is the rate at inception of the lease that would hypothetically be incurred to borrow over a similar term the funds needed to purchase the leased asset. Refer to Note 11 for further details on the Company's lease accounting policies.

Goodwill and Intangible Assets: The Company records as goodwill the excess of the purchase price of an acquired business over the fair value of the net assets acquired. In accordance with ASC 350, "Intangibles—Goodwill and Other," goodwill and other indefinite-lived intangible assets are tested and reviewed annually for impairment during the fourth quarter or whenever there is a significant change in events or circumstances that indicate that the fair value of a reporting unit or indefinite-lived intangible asset is more likely than not less than the carrying amount of the asset.

Recoverability of goodwill is measured at the reporting unit level. The carrying amount of a reporting unit is compared to its estimated fair value. If the estimated fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is not impaired. To the extent that the carrying value of the reporting unit exceeds its estimated fair value, a goodwill impairment charge will be recognized for the amount by which the carrying value of the reporting unit exceeds its fair value, not to exceed the carrying amount of goodwill of the reporting unit. Estimated fair value of the Company's reporting units is based on two valuation techniques, a discounted cash flow model (income approach) and a market multiple of earnings (market approach), with each method being weighted in the calculation.

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Recoverability of other intangible assets with indefinite useful lives (i.e. Trade names) is determined on a relief from royalty methodology, which is based on the implied royalty paid, at an appropriate discount rate, to license the use of an asset rather than owning the asset. The present value of the after-tax cost savings (i.e. royalty relief) indicates the estimated fair value of the asset. Any excess of the carrying value over the estimated fair value is recognized as an impairment loss equal to that excess.

Intangible assets such as completed technologies, patents, customer-related intangible assets and other intangible assets with finite useful lives are amortized on a straight-line basis over their estimated economic lives. The weighted-average useful lives approximate the following:

Customer relationships	20 years
Trade names (finite-lived)	25 years
Completed technologies/patents	10 years
Other	7 years

Recoverability of intangible assets with finite useful lives is assessed in the same manner as property, plant and equipment, as described above.

Income Taxes: The calculation of the Company's income taxes involves considerable judgment and the use of both estimates and allocations. Deferred tax assets and liabilities are determined based on temporary differences between financial reporting and tax bases of assets and liabilities, applying enacted tax rates expected to be in effect for the year in which the differences are expected to reverse. The Company recognizes future tax benefits, such as net operating losses and tax credits, to the extent that realizing these benefits is considered in its judgment to be more likely than not. The Company regularly reviews the recoverability of its deferred tax assets considering its historic profitability, projected future taxable income, timing of the reversals of existing temporary differences and the feasibility of its tax planning strategies. Where appropriate, the Company records a valuation allowance with respect to future tax benefits.

Cash paid for income taxes, net of refunds, for the twelve months ended December 31, 2019 and 2018 was \$103.0 million and \$101.7 million, respectively.

Product Warranties: The Company offers a standard warranty with most product sales, and the value of such warranty is included in the contractual sales price. Standard product warranty accruals are recorded at the time of sale and are estimated based upon product warranty terms and historical experience. The Company regularly assesses the adequacy of its liabilities and makes adjustments as necessary based on known or anticipated warranty claims, or as new information becomes available. Refer to Note 21 for further details regarding product warranties.

Revenue Recognition: Net revenues are recognized based on the satisfaction of performance obligations under the terms of a contract. A performance obligation is a promise in a contract to transfer control of a distinct product or to provide a service, or a bundle of products or services, to a customer. The Company has two principal revenue streams, tangible product sales and services. Approximately 99% of consolidated Net revenues involve contracts with a single performance obligation, which is the transfer of control of a product or bundle of products to a customer. The Company's remaining Net revenues involve services, including installation and consulting. See Note 20 for additional information regarding the Company's revenue recognition policies.

Sales returns and customer disputes involving a question of quantity or price are accounted for as variable consideration, and therefore, as a reduction to Net revenues and as a contra receivable. At December 31, 2019 and 2018, the Company had a customer claim accrual (contra receivable) of \$36.5 million and \$31.6 million, respectively. All other incentives or incentive programs where the customer is required to reach a certain level of purchases, remain a customer for a certain period, provide a rebate form or is subject to additional requirements are also considered variable consideration and are accounted for as a reduction of revenue and a liability. At December 31, 2019 and 2018, the Company had a sales incentive accrual of \$37.2 million and \$33.9 million, respectively. Variable consideration is estimated based on the most likely amount expected to be received from customers. Each of these accruals represents the Company's best estimate of the most likely amount expected to be received from customers based on historical experience. These estimates are reviewed regularly for accuracy. If updated information or actual amounts are different from previous estimates, the revisions are included in the Company's results for the period in which they become known. Historically, the aggregate differences, if any, between the Company's estimates and actual amounts in any year have not had a material impact on the Consolidated Financial Statements.

Environmental Costs: The Company is subject to laws and regulations relating to protecting the environment. Environmental expenditures relating to current operations are expensed or capitalized as appropriate. Expenditures relating to existing conditions caused by past operations, which do not contribute to current or future revenues, are expensed. Liabilities for remediation costs

are recorded when they are probable and can be reasonably estimated, generally no later than the completion of feasibility studies or the Company's commitment to a plan of action. The assessment of this liability, which is calculated based on existing technology, does not reflect any offset for possible recoveries from insurance companies and is not discounted. Refer to Note 21 for further details related to environmental matters.

Research and Development Costs: The Company conducts research and development activities for the purpose of developing and improving new products and services. These costs are expensed when incurred. For the years ended December 31, 2019, 2018 and 2017, expenses related to research and development activities amounted to approximately \$54.7 million, \$54.4 million and \$48.3 million, respectively, and consist of salaries, wages, benefits, building costs and other overhead expenses.

Employee Benefit Plans: The Company provides a range of benefits, including pensions, postretirement and postemployment benefits to eligible current and former employees. Determining the costs associated with such benefits is dependent on various actuarial assumptions, including discount rates, expected return on plan assets, compensation increases, employee mortality, turnover rates and healthcare cost trend rates. Actuaries perform the required calculations to determine expense in accordance with GAAP. Actual results may differ from the actuarial estimates and are generally recorded to Accumulated other comprehensive loss and amortized into Net earnings over future periods. The Company reviews its actuarial assumptions at each measurement date and makes modifications to the assumptions based on current rates and trends, if appropriate. Refer to Note 12 for further details on employee benefit plans.

Loss Contingencies: Liabilities are recorded for various contingencies arising in the normal course of business, including litigation and administrative proceedings, environmental matters, product liabilities, product warranties, worker's compensation and other claims. The Company has recorded reserves in the financial statements related to these matters, which are developed using inputs derived from actuarial estimates and historical and anticipated experience data depending on the nature of the reserve and, in certain instances, with consultation of legal counsel, internal and external consultants and engineers. Subject to the uncertainties inherent in estimating future costs for these types of liabilities, the Company believes its estimated reserves are reasonable and does not believe the final determination of the liabilities with respect to these matters would have a material effect on the financial condition, results of operations, liquidity or cash flows of the Company for any year. Refer to Note 21 for further details related to loss contingencies.

Derivative Instruments: The Company periodically enters into cash flow and other derivative transactions to specifically hedge exposure to various risks related to currency and variable interest rates. The Company recognizes all derivatives on the Consolidated Balance Sheets at their fair value as either assets or liabilities. For designated cash flow hedges, the changes in fair value of the derivative contract is recorded in Other comprehensive income (loss), net of tax, and in Net earnings at the time earnings are affected by the hedged transaction. For undesignated derivative transactions, the changes in the fair value of the derivative contract are immediately recognized in Net earnings. Refer to Note 10 for further details regarding derivative instruments.

Recent Accounting Pronouncements

Recently Adopted Accounting Pronouncements:

In February 2016, the FASB issued ASU 2016-02, "Leases (Topic 842)." ASU 2016-02 requires the identification of arrangements that should be accounted for as leases. In general, for lease arrangements of a twelve-month term or greater, these arrangements are to be recognized as assets and liabilities on the balance sheet of the lessee. Under ASU 2016-02, an ROU asset and lease liability are recorded for all leases, whether operating or financing, while the statement of comprehensive income reflects lease expense for operating leases and amortization/interest expense for financing leases. In July 2018, the FASB issued ASU 2018-10, "Codification Improvements to Topic 842 (Leases)", which provided narrow amendments to clarify how to apply certain aspects of ASU 2016-02, and ASU 2018-11, "Leases (Topic 842): Targeted Improvements", which provided an additional transition method by allowing entities to initially apply ASU 2016-02, and subsequent related standards, at the adoption date and recognize a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. In March 2019, the FASB issued ASU 2019-01, "Leases (Topic 842): Codification Improvements", which exempted entities from having to provide certain interim disclosures in the fiscal year of adoption of ASU 2016-02 and its related standards. These ASUs (collectively "ASC 842") were effective for annual periods beginning after December 15, 2018, and interim periods within those annual periods. The Company adopted ASC 842 on January 1, 2019, utilizing the transition method allowed per ASU 2018-11. Comparative period financial information has not been adjusted for the effects of adopting ASC 842 and no cumulative-effect adjustment was required to the opening balance of Retained earnings on the adoption date.

The Company has also made updates to its systems, policies and internal controls over financial reporting related to the adoption of ASC 842 on January 1, 2019. See Note 11 for further information and expanded disclosure related to the Company's leases.

Recently Issued Accounting Pronouncements:

In June 2016, the FASB issued ASU 2016-13, "Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments." In November 2018, the FASB issued ASU 2018-19, "Codification Improvements to Topic 326, Financial Instruments—Credit Losses". The new guidance introduces an approach based on expected losses to estimate credit losses on certain types of financial instruments. These ASUs are effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. The Company adopted ASU 2016-13 and its related updates on January 1, 2020, and the adoption did not have a material impact to the Consolidated Financial Statements, although the Company has made updates to its policies and internal controls over financial reporting as a result of adoption.

In August 2018, the FASB issued ASU 2018-15, "Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract." The new guidance aligns the requirements for capitalizing implementation costs incurred in a cloud-based hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software (and hosting arrangements that include an internal-use software license). The ASU is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. The Company adopted ASU 2018-15 on January 1, 2020, and does not believe the adoption will have a material impact to the Consolidated Financial Statements.

In December 2019, the FASB issued ASU 2019-12, "Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes." The new guidance is intended to simplify the accounting for income taxes by removing certain exceptions and by updating accounting requirements around franchise taxes, goodwill recognized for tax purposes, the allocation of current and deferred tax expense among legal entities, among other minor changes. The ASU is effective for fiscal years beginning after December 15, 2020, including interim periods within those fiscal years. Early adoption is permitted. The Company is assessing what impact ASU 2019-12 will have on the Consolidated Financial Statements.

In January 2020, the FASB issued ASU 2020-01, "Investments—Equity Securities (Topic 321), Investments—Equity Method and Joint Ventures (Topic 323), and Derivatives and Hedging (Topic 815): Clarifying the Interactions between Topic 321, Topic 323, and Topic 815." The amendments in ASU 2020-01 clarify the interaction of the accounting for equity securities under Topic 321 and investments accounted for under the equity method of accounting. The amendments also clarify the accounting for certain forward contracts and purchased options accounted for under Topic 815. The ASU is effective for fiscal years beginning after December 15, 2020, including interim periods within those fiscal years. Early adoption is permitted. The Company is assessing what impact ASU 2020-01 will have on the Consolidated Financial Statements.

NOTE 3 – INVENTORIES

Inventories are stated at the lower of cost and net realizable value using the first-in, first-out (FIFO) method.

At December 31, the major classes of Inventories were as follows:

<i>In millions</i>	2019	2018
Raw materials	\$ 116.8	\$ 117.2
Work-in-process	33.1	34.4
Finished goods	120.0	128.7
Total	<u>\$ 269.9</u>	<u>\$ 280.3</u>

NOTE 4 – PROPERTY, PLANT AND EQUIPMENT

At December 31, the major classes of Property, plant and equipment were as follows:

<i>In millions</i>	2019	2018
Land	\$ 16.6	\$ 15.6
Buildings	154.8	148.4
Machinery and equipment	417.1	407.7
Software	155.0	146.0
Construction in progress	42.5	31.1
	<u>786.0</u>	<u>748.8</u>
Accumulated depreciation	(494.6)	(472.1)
Property, plant and equipment, net	<u>\$ 291.4</u>	<u>\$ 276.7</u>

Depreciation expense for the years ended December 31, 2019, 2018 and 2017 was \$47.1 million, \$46.2 million and \$40.0 million, which includes amounts for software amortization of \$14.5 million, \$15.4 million and \$14.3 million, respectively.

NOTE 5 – GOODWILL

The Company records as goodwill the excess of the purchase price over the fair value of the net assets acquired. Once the final valuation has been performed for each acquisition, adjustments may be recorded. The changes in the carrying amount of Goodwill were as follows:

<i>In millions</i>	Americas	EMEIA	Asia Pacific	Total
December 31, 2017 (gross)	\$ 375.2	\$ 769.8	\$ 101.7	\$ 1,246.7
Accumulated impairment	—	(478.6)	(6.9)	(485.5)
December 31, 2017 (net)	<u>375.2</u>	<u>291.2</u>	<u>94.8</u>	<u>761.2</u>
Acquisitions	111.1	10.2	20.5	141.8
Currency translation	(0.2)	(12.9)	(6.9)	(20.0)
December 31, 2018 (net)	<u>486.1</u>	<u>288.5</u>	<u>108.4</u>	<u>883.0</u>
Acquisitions and adjustments ^(a)	(1.3)	2.7	(4.4)	(3.0)
Currency translation	0.2	(5.7)	(1.2)	(6.7)
December 31, 2019 (net)	<u>\$ 485.0</u>	<u>\$ 285.5</u>	<u>\$ 102.8</u>	<u>\$ 873.3</u>

(a) In 2019, the Company made reclassifications to goodwill across all segments related to a change in how revenue is managed for a specific immaterial product line where revenue previously managed in the Asia Pacific segment is now being managed in the Americas and EMEIA segments.

NOTE 6 – INTANGIBLE ASSETS

The following table sets forth the gross amount and related accumulated amortization of the Company's intangible assets at December 31:

<i>In millions</i>	2019			2018		
	Gross carrying amount	Accumulated amortization	Net carrying amount	Gross carrying amount	Accumulated amortization	Net carrying amount
Completed technologies/patents	\$ 59.3	\$ (19.2)	\$ 40.1	\$ 59.4	\$ (14.2)	\$ 45.2
Customer relationships	412.7	(107.5)	305.2	419.3	(88.5)	330.8
Trade names (finite-lived)	82.5	(49.4)	33.1	84.9	(47.4)	37.5
Other	17.6	(8.1)	9.5	9.5	(6.5)	3.0
Total finite-lived intangible assets	572.1	\$ (184.2)	387.9	573.1	\$ (156.6)	416.5
Trade names (indefinite-lived)	123.0		123.0	130.6		130.6
Total	\$ 695.1		\$ 510.9	\$ 703.7		\$ 547.1

The Company amortizes intangible assets with finite useful lives on a straight-line basis over their estimated economic lives in accordance with GAAP. Indefinite-lived intangible assets are not subject to amortization, but instead are tested for impairment at least annually (more frequently if certain indicators are present).

Intangible asset amortization expense for the years ended 2019, 2018 and 2017, was \$31.2 million, \$36.3 million and \$22.1 million, respectively. Intangible asset amortization expense for 2018 included the amortization of approximately \$6 million of backlog revenue that was acquired during an acquisition in 2018. Future estimated amortization expense on existing intangible assets in each of the next five years amounts to approximately \$28.8 million for 2020, \$28.8 million for 2021, \$28.7 million for 2022, \$28.6 million for 2023 and \$28.3 million for 2024.

In accordance with the Company's indefinite-lived intangible asset impairment testing policy outlined in Note 2, the Company performs its annual impairment test in the fourth quarter of each year. During the 2019 impairment testing, it was determined that two of the Company's indefinite-lived trade names were impaired. As such, impairment charges totaling \$5.9 million were recorded in the fourth quarter of 2019 and are included within Selling and administrative expenses within the Consolidated Statement of Comprehensive Income. In 2018 and 2017, the Company determined the fair value of all indefinite-lived intangible assets exceeded their respective carrying values, and accordingly, no impairment charges were recorded in either of these years.

NOTE 7 - ACQUISITIONS

In 2018, the Company completed six acquisitions:

Business	Date
Technical Glass Products, Inc. ("TGP")	January 2018
Hammond Enterprises, Inc. ("Hammond")	January 2018
Qatar Metal Industries LLC ("QMI")	February 2018
AD Systems, Inc. ("AD Systems")	March 2018
Gainsborough Hardware and API Locksmiths ("Door and Access Systems")	July 2018
ISONAS Security Systems, Inc. ("ISONAS")	July 2018

Total cash paid for these acquisitions was approximately \$373 million (net of cash acquired), including \$4.6 million during the year ended December 31, 2019. These acquisitions were accounted for as business combinations. The allocation of the aggregate purchase price to assets acquired and liabilities assumed is complete as of December 31, 2019, and was as follows:

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<i>In millions</i>	
Accounts receivable, net	\$ 28.9
Inventories	28.5
Other current assets	1.3
Property, plant and equipment, net	27.6
Goodwill	139.8
Intangible assets, net	204.3
Other noncurrent assets	2.0
Accounts payable	(11.1)
Accrued expenses and other current liabilities	(35.7)
Other noncurrent liabilities	(11.1)
Total consideration	<u>\$ 374.5</u>

Intangible assets acquired include approximately \$59 million of indefinite-lived trade names, \$112 million of customer relationships and \$33 million of completed technologies and other intangibles, which includes approximately \$6 million of acquired backlog revenue. The customer relationships have a 17-year weighted-average useful life, while the completed technologies and other intangibles, excluding the backlog revenue, have a 16-year weighted-average useful life. The backlog revenue was fully amortized as of June 30, 2018.

Goodwill results from several factors including Allegion-specific synergies that were excluded from the cash flow projections used in the valuation of intangible assets and intangible assets that do not qualify for separate recognition, for example, assembled workforce. The majority of the goodwill is expected to be deductible for tax purposes.

The following unaudited pro forma financial information for the year ended December 31, 2018 reflects the consolidated results of operations of the Company as if these acquisitions had taken place on January 1, 2017:

<i>In millions</i>	2018	
Net revenues	\$	2,774.2
Net earnings attributable to Allegion plc	\$	446.8

The unaudited pro forma financial information is presented for informational purposes only and does not purport to be indicative of results of operations that would have occurred had the pro forma events taken place on the date indicated or the future consolidated results of operations of the combined company. The unaudited pro forma financial information has been calculated after applying the Company's accounting policies and adjusting the historical financial results to reflect additional items directly attributable to the acquisitions that would have been incurred assuming the acquisitions had occurred on January 1, 2017. Adjustments to historical financial information include removal of backlog revenue acquired as well as acquisition and integration expenses incurred in 2018 related to these acquisitions, partially offset by incremental amortization of intangible assets.

Additionally, in January 2017, the Company acquired Republic Doors & Frames, LLC ("Republic") through one of its subsidiaries.

During the years ended December 31, 2019, 2018 and 2017, the Company incurred \$2.0 million, \$10.0 million and \$4.7 million, respectively, of acquisition and integration related expenses, which are included in Selling and administrative expenses in the Consolidated Statement of Comprehensive Income.

NOTE 8 - DIVESTITURES

In June 2019, the Company closed its production facility in Turkey and subsequently sold certain of the production assets thereof, which collectively met the definition of a business under ASC 805, "Business Combinations" (see Note 16 for further information around the Company's restructuring activities). Total proceeds from the sale were approximately \$4.1 million. The Company recorded a loss on divestiture of \$24.2 million (\$25.5 million, net of tax), primarily driven by \$25.0 million of cumulative currency translation adjustments previously deferred in equity that were reclassified to earnings upon sale. The loss is included as a component of Loss on divestitures in the Consolidated Statement of Comprehensive Income.

Additionally, during the fourth quarter of 2019, the Company sold its interests in its Colombia operations for an immaterial amount. As a result of the sale, the Company recorded a net loss on divestiture of \$5.9 million, of which \$1.2 million relates to cumulative

currency translation adjustments previously deferred in equity that were reclassified to earnings upon sale. The net loss is included as a component of Loss on divestitures in the Consolidated Statement of Comprehensive Income.

Neither of these divestitures is expected to have a material impact on the Company's future results of operations or cash flows.

NOTE 9 – DEBT AND CREDIT FACILITIES

At December 31, long-term debt and other borrowings consisted of the following:

<i>In millions</i>	<u>2019</u>	<u>2018</u>
Term Facility	\$ 238.8	\$ 656.3
Revolving Facility	—	—
3.200% Senior Notes due 2024	400.0	400.0
3.550% Senior Notes due 2027	400.0	400.0
3.500% Senior Notes due 2029	400.0	—
Other debt	0.7	1.2
Total borrowings outstanding	<u>1,439.5</u>	<u>1,457.5</u>
Less discounts and debt issuance costs, net	(11.8)	(12.7)
Total debt	<u>1,427.7</u>	<u>1,444.8</u>
Less current portion of long-term debt	0.1	35.3
Total long-term debt	<u>\$ 1,427.6</u>	<u>\$ 1,409.5</u>

Unsecured Credit Facilities

As of December 31, 2019, the Company has an unsecured Credit Agreement in place, consisting of a \$700.0 million term loan facility (the “Term Facility”), of which \$238.8 million is outstanding at December 31, 2019, and a \$500.0 million revolving credit facility (the “Revolving Facility” and, together with the Term Facility, the “Credit Facilities”). The Credit Facilities mature on September 12, 2022, and are unconditionally guaranteed jointly and severally on an unsecured basis by the Company and Allegion US Holding Company Inc. (“Allegion US Hold Co”), the Company's wholly-owned subsidiary.

At inception, the Term Facility was scheduled to amortize in quarterly installments at the following rates: 1.25% per quarter starting December 31, 2017 through December 31, 2020, 2.5% per quarter from March 31, 2021 through June 30, 2022, with the balance due on September 12, 2022. Principal amounts repaid on the Term Facility may not be reborrowed. During the year ended December 31, 2019, the Company made a \$400.0 million principal payment to partially pay down the outstanding Term Facility balance, utilizing all of the net proceeds from the issuance of the 3.500% Senior Notes due 2029 (see below), plus cash on hand. As a result of this payment, the Company has satisfied its obligation to make quarterly installments on the Term Facility up to the maturity date, with the remaining outstanding balance due on September 12, 2022. In conjunction with this principal pay down, the Company recognized a \$2.7 million charge related to the write-off of previously deferred financing costs related to the Term Facility, which is included in Interest expense in the Consolidated Statement of Comprehensive Income for the year ended December 31, 2019. The Company repaid a total of \$417.5 million of principal on its Term Facility during the year ended December 31, 2019.

The Revolving Facility provides aggregate commitments of up to \$500.0 million, which includes up to \$100.0 million for the issuance of letters of credit. At December 31, 2019, there were no borrowings outstanding on the Revolving Facility and the Company had \$16.3 million of letters of credit outstanding. Commitments under the Revolving Facility may be reduced at any time without premium or penalty, and amounts repaid may be reborrowed. The Company pays certain fees with respect to the Revolving Facility, including an unused commitment fee on the undrawn portion of the Revolving Facility of between 0.125% and 0.200% per year, depending on the Company's credit rating, as well as certain other fees.

Outstanding borrowings under the Credit Facilities accrue interest at the option of the Company of (i) a LIBOR rate plus the applicable margin or (ii) a base rate plus the applicable margin. The applicable margin ranges from 1.125% to 1.500% depending on the Company's credit ratings. At December 31, 2019, the outstanding borrowings under the Term Facility accrue interest at LIBOR plus a margin of 1.250%. To manage the exposure to fluctuations in LIBOR rates, the Company has interest rate swaps to fix the interest rate for \$200.0 million of the outstanding borrowings as of December 31, 2019. These interest rate swaps will expire in September 2020 (see Note 10). At December 31, 2019, the weighted-average interest rate for borrowings was 2.68% under the Term Facility (including the effect of interest rate swaps).

The Credit Facilities contain negative and affirmative covenants and events of default that, among other things, limit or restrict the Company's ability to enter into certain transactions. In addition, the Credit Facilities require the Company to comply with a maximum leverage ratio and a minimum interest expense coverage ratio, as defined within the agreement. As of December 31, 2019, the Company was in compliance with all covenants.

Senior Notes

As of December 31, 2019, Allegion US Hold Co has \$400.0 million outstanding of its 3.200% Senior Notes due 2024 (the "3.200% Senior Notes") and \$400.0 million outstanding of its 3.550% Senior Notes due 2027 (the "3.550% Senior Notes"), both of which were issued on October 2, 2017. The 3.200% Senior Notes and the 3.550% Senior Notes require semi-annual interest payments on April 1 and October 1 of each year and will mature on October 1, 2024 and October 1, 2027, respectively. The 3.200% Senior Notes and the 3.550% Senior Notes are senior unsecured obligations of Allegion US Hold Co and rank equally with all of Allegion US Hold Co's existing and future senior unsecured and unsubordinated indebtedness. The guarantee of the 3.200% Senior Notes and the 3.550% Senior Notes is the senior unsecured obligation of the Company and ranks equally with all of the Company's existing and future senior unsecured and unsubordinated indebtedness.

During the year ended December 31, 2019, Allegion plc issued \$400.0 million aggregate principal amount of its 3.500% Senior Notes due 2029 (the "3.500% Senior Notes"). The 3.500% Senior Notes require semi-annual interest payments on April 1 and October 1, beginning April 1, 2020, and will mature on October 1, 2029. Net proceeds from the issuance of the 3.500% Senior Notes, along with cash on hand, were utilized to make the \$400.0 million principal payment on the Term Facility discussed above. The Company incurred and deferred \$4.2 million of discounts and financing costs associated with the 3.500% Senior Notes, which will be amortized to Interest expense over the 10-year term of the 3.500% Senior Notes. The 3.500% Senior Notes are senior unsecured obligations of Allegion plc, are guaranteed by Allegion US Hold Co and rank equally with all of the Company's existing and future senior unsecured indebtedness.

2017 Refinancing

The Company entered into its unsecured Credit Agreement in September 2017, using the proceeds from the Term Facility along with initial borrowings under the Revolving Facility to repay in full the outstanding borrowings under the Company's previously outstanding secured credit facility. Additionally, in October 2017, the Company used the net proceeds from the 3.200% Senior Notes and the 3.550% Senior Notes to redeem in full \$600.0 million aggregate of previously outstanding senior notes. Related to these activities, the Company recorded a \$33.2 million charge for the redemption premiums associated with the previously outstanding senior notes, non-cash charges of \$9.9 million related to the write-off of previously deferred financing costs and \$1.6 million of third-party costs. These charges were all recorded within Interest expense in the Consolidated Statement of Comprehensive Income for the year ended December 31, 2017.

Future Repayments

Scheduled principal repayments on indebtedness as of December 31, 2019 were as follows:

<i>In millions</i>	
2020	\$ 0.1
2021	0.1
2022	238.9
2023	0.1
2024	400.3
Thereafter	800.0
Total	<u>\$ 1,439.5</u>

Cash paid for interest for the years ended December 31, 2019, 2018 and 2017 was \$48.8 million, \$52.0 million and \$58.4 million, respectively.

NOTE 10 – FINANCIAL INSTRUMENTS

In the normal course of business, the Company uses various financial instruments, including derivative instruments, to manage the risks associated with interest and currency rate exposures. These financial instruments are not used for trading or speculative purposes.

When a derivative contract is entered into, the Company designates the derivative instrument as a cash flow hedge of a forecasted transaction, a cash flow hedge of a recognized asset or liability or as an undesignated derivative. The Company formally documents its hedge relationships, including identification of the derivative instruments and the hedged items, as well as its risk management objectives and strategies for undertaking the hedge transaction. This process includes linking derivative instruments that are designated as hedges to specific assets, liabilities or forecasted transactions.

The fair market value of derivative instruments is determined through market-based valuations and may not be representative of the actual gains or losses that will be recorded when these instruments mature due to future fluctuations in the markets in which they are traded.

The Company assesses at inception and at least quarterly thereafter, whether the derivatives used in cash flow hedging transactions are effective in offsetting the changes in the cash flows of the hedged item. To the extent the derivative is deemed to be an effective hedge, the fair market value changes of the instrument are recorded to Accumulated other comprehensive income (AOCI), while changes in the fair market value of derivatives not deemed to be an effective hedge are recorded in Net earnings in the period of change. If the hedging relationship ceases to be effective subsequent to inception, or it becomes probable that a forecasted transaction is no longer expected to occur, the hedging relationship will be undesignated and any future gains or losses on the derivative instrument will be recorded in Net earnings.

Currency Derivatives

The gross notional amount of the Company's currency derivatives was \$146.4 million and \$81.8 million at December 31, 2019 and 2018, respectively. At December 31, 2019 and 2018, a loss of \$0.1 million and a gain of \$1.8 million, net of tax, respectively, were included in Accumulated other comprehensive loss related to the fair value of the Company's currency derivatives designated as cash flow hedges. The amount expected to be reclassified into Net earnings over the next twelve months is a loss of approximately \$0.1 million. The actual amounts that will be reclassified to Net earnings may vary from this amount as a result of changes in market conditions. Gains and losses associated with the Company's currency derivatives not designated as hedges are recorded in Net earnings as changes in fair value occur. At December 31, 2019, the maximum term of the Company's currency derivatives was less than one year.

Interest Rate Swaps

The Company has interest rate swaps to fix the interest rate paid during the contract period related to the Company's variable rate Term Facility. The notional amount of these interest rate swaps was \$200.0 million and \$250.0 million at December 31, 2019 and 2018, respectively. During the year ended December 31, 2019, the Company settled an interest rate swap with a \$50.0 million notional amount in conjunction with the principal pay down on the outstanding Term Facility (see Note 9). The remaining interest rate swaps expire in September 2020 and meet the criteria to be accounted for as cash flow hedges of variable rate interest payments. Consequently, the changes in fair value of the interest rate swaps are recognized in Accumulated other comprehensive loss. At December 31, 2019 and 2018, gains of \$0.5 million and \$4.3 million, net of tax, respectively, were recorded in Accumulated other comprehensive loss related to these interest rate swaps. The amount expected to be reclassified into Net earnings over the next twelve months is a gain of approximately \$0.5 million. The actual amounts that will be reclassified to Net earnings may vary from this amount as a result of changes in market conditions.

The fair values of derivative instruments included within the Consolidated Balance Sheets as of December 31 were as follows:

<i>In millions</i>	Balance Sheet classification	Designated as hedge instruments		Not designated as hedge instruments	
		2019	2018	2019	2018
Asset derivatives					
Currency derivatives	Other current assets	\$ —	\$ 1.7	\$ 0.4	\$ 0.4
Interest rate swaps	Other current assets	0.7	—	—	—
Interest rate swaps	Other noncurrent assets	—	5.7	—	—
Total asset derivatives		0.7	7.4	0.4	0.4
Liability derivatives					
Currency derivatives	Accrued expenses and other current liabilities	0.8	—	0.7	0.1
Total liability derivatives		\$ 0.8	\$ —	\$ 0.7	\$ 0.1

The amounts associated with derivatives designated as hedges affecting Net earnings and Accumulated other comprehensive loss for the years ended December 31 were as follows:

<i>In millions</i>	Amount of gain (loss) recognized in Accumulated other comprehensive loss			Location of gain (loss) recognized in Net earnings	Amount of gain (loss) reclassified from Accumulated other comprehensive loss and recognized into Net earnings		
	2019	2018	2017		2019	2018	2017
Currency derivatives	\$ 1.9	\$ 4.3	\$ 4.0	Cost of goods sold	\$ 4.4	\$ 2.3	\$ 4.7
Interest rate swaps	(1.9)	2.5	1.2	Interest expense	3.1	2.2	(0.3)
Total	\$ —	\$ 6.8	\$ 5.2		\$ 7.5	\$ 4.5	\$ 4.4

The gains and losses associated with the Company's non-designated currency derivatives, which are offset by changes in the fair value of the underlying transactions, are included within Other expense (income), net in the Consolidated Statements of Comprehensive Income.

Concentration of Credit Risk

The counterparties to the Company's forward contracts and swaps consist of a number of investment grade major international financial institutions. The Company could be exposed to losses in the event of nonperformance by the counterparties. However, the credit ratings and the concentration of risk in these financial institutions are monitored on a continuous basis and present no significant credit risk to the Company.

NOTE 11 - LEASES

The Company records a right-of-use ("ROU") asset and lease liability for substantially all leases for which it is a lessee, in accordance with ASC 842. At inception of a contract, the Company considers all relevant facts and circumstances to assess whether or not the contract represents a lease by determining whether or not the contract conveys the right to control the use of an identified asset, either explicit or implicit, for a period of time in exchange for consideration. The Company has no significant lease agreements in place for which the Company is a lessor, and substantially all of the Company's leases for which the Company is a lessee are classified as operating leases. Total rental expense for the twelve months ended December 31, 2019, was \$43.2 million and is classified within Cost of goods sold and Selling and administrative expenses within the Consolidated Statement of Comprehensive Income. Rental expense related to short-term leases, variable lease payments or other leases or lease components not included within the ROU asset or lease liability totaled \$8.1 million for the twelve months ended December 31, 2019. No material lease costs have been capitalized on the Consolidated Balance Sheet as of December 31, 2019. Total rental expense for the twelve months ended December 31, 2018 and 2017, as determined in accordance with the previous lease guidance, ASC 840, was \$42.5 million and \$35.5 million, respectively, and is classified within Cost of goods sold and Selling and administrative expenses within the Consolidated Statements of Comprehensive Income.

Upon adoption of ASC 842, the Company utilized the following elections and practical expedients:

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- The Company elected to not separate non-lease components from lease components and instead to account for each separate lease component, and the non-lease components associated with that lease component, as a single lease component.
- If at the lease commencement date, a lease had a term of less than 12 months and did not include a purchase option that was reasonably certain to be exercised, the Company elected not to apply ASC 842 recognition requirements. Nonetheless, the Company will include leases of less than 12 months within the updated footnote disclosures where applicable.
- If the Company enters into a large number of leases in the same month with the same terms and conditions, these will be accounted for as a group (portfolio), assuming the lease model under this approach will not materially differ from applying ASC 842 to each individual lease.
- The Company elected to not reassess arrangements entered into prior than January 1, 2019, in terms of whether an arrangement is or contained a lease, the lease classification applied or to separate initial direct costs.
- The Company elected to use hindsight in determining the lease term for lease contracts that have historically been renewed or amended.

When available, the Company will utilize the rate implicit in the lease as the discount rate to determine the lease liability in accordance with ASC 842. However, if this rate is not available, the Company will use its incremental borrowing rate as the discount rate, which is the rate at inception of the lease the Company would hypothetically incur to borrow over a similar term the funds needed to purchase the leased asset.

As a lessee, the Company categorizes its leases into two general categories: real estate and equipment leases.

The Company's real estate lease portfolio includes leased production and assembly facilities, warehouses and distribution centers, office space and to a lesser degree, employee housing. The terms and conditions of real estate leases can vary significantly from lease to lease. The Company has assessed the specific terms and conditions of each real estate lease to determine the amount of the lease payments and the length of the lease term, which includes the minimum period over which lease payments are required plus any renewal options that are both within the Company's control to exercise and reasonably certain of being exercised upon lease commencement. The Company assesses all relevant factors to determine if sufficient incentives exist as of lease commencement to conclude whether or not renewal is reasonably certain. There are no material residual value guarantees provided by the Company nor any restrictions or covenants imposed by the real estate leases to which the Company is a party. In determining the lease liability, the Company utilizes its incremental borrowing rate for debt instruments with terms approximating the weighted-average term for its real estate leases to discount the future lease payments over the lease term to present value. The Company does incur variable lease payments for certain of its real estate leases, such as reimbursements of property taxes, maintenance and other operational costs to the lessor. In general, these variable lease payments are not captured as part of the lease liability or ROU asset, but rather are expensed as incurred.

The Company's equipment leases include vehicles, material handling equipment, other machinery and equipment utilized in the Company's production and assembly facilities, warehouses and distribution centers, laptops and other IT equipment, and other miscellaneous leased equipment. Most of the equipment leases are for terms ranging from two to five years, although terms and conditions can vary from lease to lease. The Company applies similar estimates and judgments to its equipment lease portfolio in determining the lease payments and lease term as it does to its real estate lease portfolio. There are no material residual value guarantees provided by the Company nor any restrictions or covenants imposed by the equipment leases to which the Company is a party. In determining the lease liability, the Company utilizes its incremental borrowing rate for debt instruments with terms approximating the weighted-average term for its equipment leases to discount the future lease payments over the lease term to present value. The Company does not typically incur variable lease payments related to its equipment leases.

The amounts included within the Consolidated Balance Sheet related to the Company's ROU asset and lease liability at December 31, 2019, were as follows:

<i>In millions</i>	Balance Sheet classification	Real estate	Equipment	Total
ROU asset	Other noncurrent assets	\$ 57.5	\$ 23.9	\$ 81.4
Lease liability - current	Accrued expenses and other current liabilities	15.4	10.4	25.8
Lease liability - noncurrent	Other noncurrent liabilities	42.1	13.5	55.6

Other information:

Weighted-average remaining term (years)	6.5	2.8
Weighted-average discount rate	4.5%	3.8%

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The following table summarizes additional information related to the Company's leases for the year ended December 31, 2019:

<i>In millions</i>	<u>Real estate</u>	<u>Equipment</u>	<u>Total</u>
Cash paid for amounts included in the measurement of lease liabilities	\$ 19.2	\$ 15.9	\$ 35.1
ROU assets obtained in exchange for new lease liabilities	14.7	16.0	30.7

The Company frequently enters into both real estate and equipment leases in the normal course of business. While there have been lease agreements entered into that have not yet commenced as of December 31, 2019, none of these leases provide new rights or obligations to the Company that are material individually or in the aggregate.

Future Repayments

Future minimum rental commitments for the subsequent five years under non-cancellable operating leases with terms in excess of one year as of December 31, 2018 were as follows:

<i>In millions</i>	<u>Total</u>
2019	\$ 30.3
2020	21.5
2021	14.1
2022	9.3
2023	5.5

Scheduled minimum lease payments required under non-cancellable operating leases for both the real estate and equipment lease portfolios for the next five years and thereafter as of December 31, 2019, were as follows:

<i>In millions</i>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>Thereafter</u>	<u>Total</u>
Real estate leases	\$ 17.6	\$ 14.3	\$ 10.3	\$ 6.0	\$ 3.5	\$ 15.4	\$ 67.1
Equipment leases	11.1	7.5	4.0	1.7	0.8	—	25.1
Total	\$ 28.7	\$ 21.8	\$ 14.3	\$ 7.7	\$ 4.3	\$ 15.4	\$ 92.2

The difference between the total undiscounted minimum lease payments and the combined current and noncurrent lease liabilities as of December 31, 2019, is due to imputed interest of \$10.8 million.

NOTE 12 – PENSIONS AND POSTRETIREMENT BENEFITS OTHER THAN PENSIONS

The Company sponsors several U.S. defined benefit and defined contribution plans covering substantially all U.S. employees. Additionally, the Company has non-U.S. defined benefit and defined contribution plans covering eligible non-U.S. employees. Postretirement benefits, other than pensions, provide healthcare benefits, and in some instances, life insurance benefits for certain eligible employees.

Pension Plans

The noncontributory defined benefit pension plans covering non-collectively bargained U.S. employees provide benefits on an average pay formula while most plans for collectively bargained U.S. employees provide benefits on a flat dollar benefit formula. The non-U.S. pension plans generally provide benefits based on earnings and years of service. The Company also maintains additional other supplemental plans for officers and other key employees.

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The following table details information regarding the Company's pension plans at December 31:

<i>In millions</i>	U.S.		NON-U.S.	
	2019	2018	2019	2018
Change in benefit obligations:				
Benefit obligation at beginning of year	\$ 293.3	\$ 317.5	\$ 356.8	\$ 396.3
Service cost	6.5	8.6	1.7	3.3
Interest cost	11.7	10.4	8.8	8.4
Employee contributions	—	—	0.3	0.3
Amendments	—	—	(0.8)	5.0
Actuarial losses (gains)	42.2	(25.4)	45.7	(14.9)
Benefits paid	(13.0)	(16.5)	(16.9)	(19.4)
Foreign exchange rate changes	—	—	13.9	(21.1)
Curtailments and settlements	—	—	(5.0)	(0.2)
Acquisitions	—	—	—	0.5
Other, including expenses paid	0.3	(1.3)	—	(1.4)
Benefit obligation at end of year	\$ 341.0	\$ 293.3	\$ 404.5	\$ 356.8
Change in plan assets:				
Fair value at beginning of year	\$ 259.4	\$ 283.2	\$ 352.2	\$ 398.4
Actual return on plan assets	50.4	(12.1)	55.2	(9.8)
Company contributions	6.0	6.1	10.6	5.4
Employee contributions	—	—	0.3	0.3
Benefits paid	(13.0)	(16.5)	(16.9)	(19.4)
Foreign exchange rate changes	—	—	15.2	(20.8)
Curtailment and settlements	—	—	(6.2)	(0.2)
Other, including expenses paid	(1.3)	(1.3)	(1.4)	(1.7)
Fair value of assets at end of year	\$ 301.5	\$ 259.4	\$ 409.0	\$ 352.2
Funded status:				
Plan assets (less than) exceeding benefit obligations	\$ (39.5)	\$ (33.9)	\$ 4.5	\$ (4.6)
Amounts included in the balance sheet:				
Other noncurrent assets	\$ —	\$ —	\$ 29.3	\$ 21.1
Accrued compensation and benefits	(0.5)	(0.3)	(0.8)	(1.1)
Postemployment and other benefit liabilities	(39.0)	(33.6)	(24.0)	(24.6)
Net amount recognized	\$ (39.5)	\$ (33.9)	\$ 4.5	\$ (4.6)

It is the Company's objective to contribute to the pension plans to ensure adequate funds are available in the plans to make benefit payments to plan participants and beneficiaries when required. However, certain plans are not funded due to either legal, accounting or tax requirements in certain jurisdictions. As of December 31, 2019, approximately 5% of the Company's projected benefit obligation relates to plans that are not funded, of which the majority are non-U.S. plans.

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The pretax amounts recognized in Accumulated other comprehensive loss were as follows:

<i>In millions</i>	U.S.		
	Prior service cost	Net actuarial losses	Total
December 31, 2017	\$ (1.8)	\$ (72.5)	\$ (74.3)
Current year changes recorded to Accumulated other comprehensive loss	—	(1.1)	(1.1)
Amortization reclassified to earnings	0.3	4.0	4.3
December 31, 2018	\$ (1.5)	\$ (69.6)	\$ (71.1)
Current year changes recorded to Accumulated other comprehensive loss	—	(4.2)	(4.2)
Amortization reclassified to earnings	0.3	4.7	5.0
December 31, 2019	\$ (1.2)	\$ (69.1)	\$ (70.3)

<i>In millions</i>	NON-U.S.		
	Prior service cost	Net actuarial losses	Total
December 31, 2017	\$ 0.1	\$ (60.6)	\$ (60.5)
Current year changes recorded to Accumulated other comprehensive loss	(5.0)	(10.4)	(15.4)
Amortization reclassified to earnings	—	0.9	0.9
Currency translation and other	0.2	3.9	4.1
December 31, 2018	\$ (4.7)	\$ (66.2)	\$ (70.9)
Current year changes recorded to Accumulated other comprehensive loss	0.8	(4.8)	(4.0)
Amortization reclassified to earnings	0.2	1.3	1.5
Settlements/curtailments reclassified to earnings	—	2.3	2.3
Currency translation and other	(0.1)	(2.4)	(2.5)
December 31, 2019	\$ (3.8)	\$ (69.8)	\$ (73.6)

Weighted-average assumptions used:

Benefit obligations at December 31,	2019	2018
Discount rate:		
U.S. plans	3.3%	4.3%
Non-U.S. plans	1.9%	2.8%
Rate of compensation increase:		
U.S. plans	3.0%	3.0%
Non-U.S. plans	3.0%	3.3%

The accumulated benefit obligation for all U.S. defined benefit pension plans was \$332.4 million and \$284.8 million at December 31, 2019 and 2018, respectively. The accumulated benefit obligation for all non-U.S. defined benefit pension plans was \$396.7 million and \$349.1 million at December 31, 2019 and 2018, respectively.

The Company estimates the service and interest cost components of net periodic benefit cost utilizing a full yield-curve approach. Under this approach, the Company applies discounting using the applicable spot rates derived from the yield curve to discount the cash flows used to measure the benefit obligation. These spot rates align to each of the projected benefit obligations and service cost cash flows.

Information regarding pension plans with accumulated benefit obligations more than plan assets were:

<i>In millions</i>	U.S.		NON-U.S.	
	2019	2018	2019	2018
Projected benefit obligation	\$ 341.0	\$ 293.3	\$ 34.0	\$ 34.5
Accumulated benefit obligation	332.4	284.8	29.1	29.6
Fair value of plan assets	\$ 301.5	\$ 259.4	\$ 9.5	\$ 8.8

Future pension benefit payments are expected to be paid as follows:

<i>In millions</i>	U.S.	NON-U.S.
2020	\$ 19.3	\$ 18.7
2021	21.6	19.3
2022	21.2	20.0
2023	23.6	20.6
2024	28.1	21.6
2025 - 2029	\$ 99.5	\$ 119.6

The components of the Company's net periodic pension benefit costs for the years ended December 31 include the following:

<i>In millions</i>	U.S.		
	2019	2018	2017
Service cost	\$ 6.5	\$ 6.8	\$ 7.1
Interest cost	11.7	10.5	10.5
Expected return on plan assets	(12.5)	(14.4)	(12.0)
Administrative costs and other	1.7	1.6	1.6
Net amortization of:			
Prior service costs	0.3	0.3	0.3
Plan net actuarial losses	4.7	4.1	4.8
Net periodic pension benefit cost	\$ 12.4	\$ 8.9	\$ 12.3

<i>In millions</i>	NON-U.S.		
	2019	2018	2017
Service cost	\$ 1.7	\$ 1.7	\$ 1.5
Interest cost	8.8	8.4	8.9
Expected return on plan assets	(13.0)	(15.4)	(14.3)
Administrative costs and other	1.3	1.8	2.5
Net amortization of:			
Prior service costs	0.2	—	—
Plan net actuarial losses	1.4	0.9	1.9
Net curtailment and settlement losses	2.3	—	0.1
Net periodic pension benefit cost (income)	\$ 2.7	\$ (2.6)	\$ 0.6

The Service cost component of Net periodic pension benefit cost (income) is recorded in Cost of goods sold and Selling and administrative expenses within the Consolidated Statements of Comprehensive Income. The remaining components of Net periodic pension benefit cost (income) are recorded within Other expense (income), net within the Consolidated Statements of Comprehensive Income.

Pension expense for 2020 is projected to be approximately \$7.4 million, utilizing the assumptions for calculating the pension benefit obligations at the end of 2019.

Weighted-average assumptions used:

Net periodic pension cost for the year ended December 31,	2019	2018	2017
Discount rate:			
U.S. plans	4.3%	3.6%	4.1%
Non-U.S. plans	2.8%	2.5%	2.6%
Rate of compensation increase:			
U.S. plans	3.0%	3.0%	3.5%
Non-U.S. plans	3.3%	3.3%	3.2%
Expected return on plan assets:			
U.S. plans	5.0%	5.3%	4.8%
Non-U.S. plans	3.8%	4.0%	4.0%

The expected long-term rate of return on plan assets reflects the average rate of returns expected on the funds invested or to be invested to provide for the benefits included in the projected benefit obligation. The expected long-term rate of return on plan assets is based on what is achievable given the plan's investment policy, the types of assets held and target asset allocations. The expected long-term rate of return is determined as of the measurement date. Each plan is reviewed, along with its historical returns and target asset allocations, to determine the appropriate expected long-term rate of return on plan assets to be used.

The Company's overall objective in managing defined benefit plan assets is to ensure that all present and future benefit obligations are met as they come due. The goal is to achieve this while trying to mitigate volatility in plan funded status, contributions and expense by better matching the characteristics of the plan assets to that of the plan liabilities. Each plan's funded status and asset allocation is monitored regularly in addition to investment manager performance.

The fair values of the Company's U.S. pension plan assets at December 31, 2019, by asset category were as follows:

<i>In millions</i>	Fair value measurements			Assets measured at NAV	Total
	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)		
Cash, cash equivalents and short-term investments	\$ —	\$ —	\$ —	\$ 4.7	\$ 4.7
Common collective trusts	—	—	—	262.5	262.5
Other ^(a)	—	—	—	34.3	34.3
Total U.S. pension plan assets	\$ —	\$ —	\$ —	\$ 301.5	\$ 301.5

(a) Includes a group trust diversified credit fund and real estate investment trust.

The fair values of the Company's U.S. pension plan assets at December 31, 2018, by asset category were as follows:

<i>In millions</i>	Fair value measurements			Assets measured at NAV	Total
	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)		
Cash, cash equivalents and short-term investments	\$ —	\$ 3.1	\$ —	\$ —	\$ 3.1
Common collective trusts	—	—	—	237.6	237.6
Other ^(a)	—	—	—	18.7	18.7
Total U.S. pension plan assets	\$ —	\$ 3.1	\$ —	\$ 256.3	\$ 259.4

(a) Includes a group trust diversified credit fund.

No material transfers in or out of Level 3 occurred during the year ended December 31, 2019 or 2018.

The Company determines the fair value of its U.S. pension plan assets using the following methodologies:

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- *Cash, cash equivalents and short-term investments* – Short-term investments are valued at their daily net asset value (NAV) per share or the equivalent based upon the fair value of the underlying investments. NAV per share or the equivalent is used for fair value purposes as a practical expedient and is calculated by the investment manager or sponsor of the fund. These investments primarily consist of short-term investment funds.
- *Common collective trusts* - Common collective trust (CCT) funds are not publicly traded and are valued at NAV per share or the equivalent based upon the fair value of the underlying investments. NAV per share or the equivalent is used for fair value purposes as a practical expedient and is calculated by the investment manager or sponsor of the applicable fund. CCT funds consist of a variety of publicly traded securities, including equity mutual funds, U.S. government and agency obligations, corporate and non-U.S. bonds, securitized credit and emerging market debt. There are no unfunded commitments, redemption frequency restrictions or other redemption restrictions related to such investments.

The fair values of the Company’s non-U.S. pension plan assets at December 31, 2019, by asset category were as follows:

<i>In millions</i>	Fair value measurements				Total
	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	Assets measured at NAV	
Cash, cash equivalents and short-term investments	\$ 0.9	\$ —	\$ —	\$ 56.9	\$ 57.8
Equity mutual funds	—	2.7	—	102.5	105.2
Corporate and non-U.S. bonds	—	118.0	—	70.1	188.1
Other ^(a)	—	9.0	3.4	45.5	57.9
Total non-U.S. pension plan assets	\$ 0.9	\$ 129.7	\$ 3.4	\$ 275.0	\$ 409.0

(a) Primarily includes a core diversified credit fund and derivative contracts.

The fair values of the Company’s non-U.S. pension plan assets at December 31, 2018, by asset category were as follows:

<i>In millions</i>	Fair value measurements				Total
	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	Assets measured at NAV	
Cash, cash equivalents and short-term investments	\$ 1.3	\$ 36.1	\$ —	\$ —	\$ 37.4
Equity mutual funds	—	2.6	—	88.7	91.3
Corporate and non-U.S. bonds	—	109.4	—	31.7	141.1
Other ^(a)	—	41.3	3.2	37.9	82.4
Total non-U.S. pension plan assets	\$ 1.3	\$ 189.4	\$ 3.2	\$ 158.3	\$ 352.2

(a) Primarily includes insurance contracts, mortgage-backed securities, real estate and derivative contracts.

No material transfers in or out of Level 3 occurred during the year ended December 31, 2019 or 2018.

The Company determines the fair value of its non-U.S. pension plan assets using the following methodologies:

- *Cash, cash equivalents and short-term investments* – Cash equivalents are valued using a market approach with inputs including quoted market prices for either identical or similar instruments. Short-term investments are valued at the closing price or amount held on deposit by the custodian bank, at fair value by discounting the related cash flows based on current yields of similar instruments with comparable durations considering the credit-worthiness of the issuer, or at their NAV per share or the equivalent based upon the fair value of the underlying investments. NAV per share or the equivalent is used for fair value purposes as a practical expedient and is calculated by the investment manager or sponsor of the fund. These investments primarily consist of short-term investment funds.
- *Equity mutual funds* – Equity mutual funds are primarily valued at their NAV per share or the equivalent. NAV per share or the equivalent is used for fair value purposes as a practical expedient. NAV is calculated by the investment manager or sponsor of the fund.

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- *Corporate and non-U.S. bonds* – Quoted market prices are not available for these securities. Fair values are either estimated using pricing models and/or quoted prices of securities with similar characteristics or discounted cash flows, in which instances such securities are classified as Level 2 or valued at their NAV per share or the equivalent. NAV per share or the equivalent is used for fair value purposes as a practical expedient and are calculated by the investment manager or sponsor of the fund.

The Company made employer contributions of \$6.0 million to the U.S. pension plans in 2019, \$6.1 million in 2018 and \$55.7 million in 2017 (of which \$50.0 million was discretionary). The Company made required and discretionary contributions to its non-U.S. pension plans of \$10.6 million in 2019, \$5.4 million in 2018 and \$5.2 million in 2017.

The Company currently projects that approximately \$11.5 million will be contributed to its U.S and non-U.S. plans in 2020. The Company's policy allows it to fund an amount, which could be in excess of or less than the pension cost expensed, subject to the limitations imposed by current tax regulations. The Company anticipates funding the plans in 2020 in accordance with contributions required by funding regulations or the laws of each jurisdiction.

Most of the Company's U.S. employees are covered by defined contribution plans. Employer contributions are determined based on criteria specific to the individual plans and amounted to approximately \$15.6 million, \$14.4 million and \$14.0 million in 2019, 2018 and 2017, respectively. The Company's contributions relating to non-U.S. defined contribution plans and other non-U.S. benefit plans were \$6.0 million, \$8.0 million and \$7.0 million in 2019, 2018 and 2017, respectively.

Deferred Compensation Plan

The Company maintains an Executive Deferred Compensation Plan ("EDCP"), which is an unfunded, nonqualified plan that, prior to 2019, permitted certain employees to defer receipt of up to 50% of their annual salary and up to 100% of their annual bonus awards, performance stock plan awards and restricted stock units received upon commencement of employment. As of December 31, 2019 and 2018, the deferred compensation liability balance was \$17.4 million and \$15.1 million, respectively, which was recorded within Postemployment and other benefit liabilities in the Consolidated Balance Sheets.

Postretirement Benefits Other Than Pensions

The Company sponsors a postretirement ("OPEB") plan that provides for healthcare benefits, and in some instances, life insurance benefits, that cover certain eligible retired employees. The Company funds postretirement benefit obligations principally on a pay-as-you-go basis. Generally, postretirement health benefits are contributory with contributions adjusted annually. Life insurance plans for retirees are primarily noncontributory. Net periodic postretirement benefit income is included within Other expense (income), net within the Consolidated Statements of Comprehensive Income.

The benefit obligation related to the Company's postretirement plans as of December 31, 2019 and 2018 was \$6.8 million and \$7.6 million, respectively, and is classified as Accrued compensation and benefits and Postemployment and other benefit liabilities within the Consolidated Balance Sheets. Net periodic postretirement benefit income was \$0.1 million, \$0.5 million and \$1.4 million, for the years ended December 31, 2019, 2018 and 2017, respectively. Net period postretirement benefit income (expense) for 2020 is not projected to be material. Benefit payments for postretirement benefits, which are net of expected plan participant contributions and Medicare Part D subsidies, are expected to be less than \$1 million per year for the foreseeable future.

NOTE 13 – FAIR VALUE MEASUREMENTS

Fair value is defined as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Fair value measurements are based on a framework that utilizes the inputs market participants use to determine the fair value of an asset or liability and establishes a fair value hierarchy to prioritize those inputs. The fair value hierarchy is comprised of the three levels described below:

- Level 1 – Inputs based on quoted prices in active markets for identical assets or liabilities.
- Level 2 – Inputs other than Level 1 quoted prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the asset or liability.
- Level 3 – Unobservable inputs based on little or no market activity and that are significant to the fair value of the assets and liabilities.

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The fair value hierarchy requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. Observable inputs are obtained from independent sources and can be validated by a third party, whereas unobservable inputs reflect assumptions regarding what a third party would use in pricing an asset or liability based on the best information available under the circumstances. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

Assets and liabilities measured at fair value at December 31, 2019, were as follows:

<i>In millions</i>	Fair value measurements			Total fair value
	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	
Recurring fair value measurements				
<i>Assets:</i>				
Investments	\$ —	\$ 17.4	\$ —	\$ 17.4
Interest rate swaps	—	0.7	—	0.7
Foreign currency contracts	—	0.4	—	0.4
Total asset recurring fair value measurements	\$ —	\$ 18.5	\$ —	\$ 18.5
<i>Liabilities:</i>				
Foreign currency contracts	\$ —	\$ 1.5	\$ —	\$ 1.5
Deferred compensation and other retirement plans	—	23.1	—	23.1
Total liability recurring fair value measurements	\$ —	\$ 24.6	\$ —	\$ 24.6
Financial instruments not carried at fair value				
Total debt	\$ —	\$ 1,474.0	\$ —	\$ 1,474.0
Total financial instruments not carried at fair value	\$ —	\$ 1,474.0	\$ —	\$ 1,474.0

Assets and liabilities measured at fair value at December 31, 2018, were as follows:

<i>In millions</i>	Fair value measurements			Total fair value
	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	
Recurring fair value measurements				
<i>Assets:</i>				
Investments	\$ —	\$ 14.3	\$ —	\$ 14.3
Interest rate swaps	—	5.7	—	5.7
Foreign currency contracts	—	2.1	—	2.1
Total asset recurring fair value measurements	\$ —	\$ 22.1	\$ —	\$ 22.1
<i>Liabilities:</i>				
Foreign currency contracts	\$ —	\$ 0.1	\$ —	\$ 0.1
Deferred compensation and other retirement plans	—	19.1	—	19.1
Total liability recurring fair value measurements	\$ —	\$ 19.2	\$ —	\$ 19.2
Financial instruments not carried at fair value				
Total debt	\$ —	\$ 1,403.2	\$ —	\$ 1,403.2
Total financial instruments not carried at fair value	\$ —	\$ 1,403.2	\$ —	\$ 1,403.2

The Company determines the fair value of its financial assets and liabilities using the following methodologies:

- *Investments* – These instruments include equity mutual funds and corporate bond funds. The fair value is obtained based on observable market prices quoted on public exchanges for similar instruments.

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- *Interest rate swaps* – These instruments include interest rate swap contracts related to the Company's variable rate Term Facility. The fair value of the derivative instruments is determined based on quoted prices for the Company's swaps, which is not considered an active market.
- *Foreign currency contracts* – These instruments include foreign currency contracts for non-functional currency balance sheet exposures. The fair value of the foreign currency contracts is determined based on a pricing model that uses spot rates and forward prices from actively quoted currency markets that are readily accessible and observable.
- *Deferred compensation and other retirement plans* - These include obligations related to deferred compensation and other retirement plans adjusted for market performance. The fair value is obtained based on observable market prices quoted on public exchanges for similar instruments.
- *Debt* – These instruments are recorded at cost and include senior notes maturing through 2029. The fair value of the long-term debt instruments is obtained based on observable market prices quoted on public exchanges for similar instruments.

The carrying values of Cash and cash equivalents, Restricted cash, Accounts and notes receivable, Accounts payable and Accrued expenses and other current liabilities are a reasonable estimate of their fair value due to the short-term nature of these instruments.

The methodology used by the Company to determine the fair value of its financial assets and liabilities at December 31, 2019, are the same as those used at December 31, 2018.

NOTE 14 – EQUITY

Ordinary Shares

The reconciliation of Ordinary shares is as follows:

<i>In millions</i>	Total
December 31, 2018	94.6
Shares issued under incentive plans	0.4
Repurchase of ordinary shares	(2.3)
December 31, 2019	92.7

Allegion had 400.0 million ordinary shares authorized and 10.0 million \$0.001 par value preferred shares authorized (with none outstanding) at December 31, 2019.

On February 2, 2017, the Company's Board of Directors approved a share repurchase authorization of up to \$500 million of the Company's ordinary shares (the "2017 Share Repurchase Authorization"). During the year ended December 31, 2019, the Company paid \$226.0 million to repurchase 2.3 million ordinary shares on the open market under the 2017 Share Repurchase Authorization.

On February 6, 2020, the Company's Board of Directors approved a new share repurchase authorization of up to, and including, \$800 million of the Company's ordinary shares (the "2020 Share Repurchase Authorization"), replacing the existing 2017 Share Repurchase Authorization. The 2020 Share Repurchase Authorization does not have a prescribed expiration date.

Accumulated Other Comprehensive Loss

The changes in Accumulated other comprehensive loss were as follows:

<i>In millions</i>	<u>Cash flow hedges</u>	<u>Pension and OPEB items</u>	<u>Foreign currency items</u>	<u>Total</u>
December 31, 2016	\$ 3.4	\$ (120.5)	\$ (147.2)	\$ (264.3)
Other comprehensive income, net of tax	0.4	19.3	98.1	117.8
Other ^(a)	—	(6.4)	—	(6.4)
December 31, 2017	3.8	(107.6)	(49.1)	(152.9)
Other comprehensive income (loss), net of tax	1.8	(5.4)	(57.3)	(60.9)
Reclassification to Retained earnings upon adoption of ASU 2018-02 ^(b)	0.5	(10.2)	—	(9.7)
December 31, 2018	6.1	(123.2)	(106.4)	(223.5)
Other comprehensive (loss) income, net of tax ^(c)	(5.6)	(3.0)	13.5	4.9
December 31, 2019	\$ 0.5	\$ (126.2)	\$ (92.9)	\$ (218.6)

- (a) During 2017, the Company reclassified \$6.4 million between Accumulated other comprehensive loss and Retained earnings to correct a prior period classification error of Pension and OPEB items. The Company does not believe this reclassification is material to 2017 or to any of its previously issued annual or interim financial statements.
- (b) In February 2018, the FASB issued ASU 2018-02, "Income Statement-Reporting Comprehensive Income (Topic 220): Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income," allowing entities to reclassify tax effects stranded in AOCI as a result of the Tax Reform Act. The Company elected to early adopt and apply the amendments in ASU 2018-02 in 2018. The impact of adoption resulted in the reclassification presented above.
- (c) During 2019, the Company reclassified \$26.2 million of cumulative foreign currency translation adjustments to earnings upon the sale of the Company's business operations in Colombia and Turkey, which is included in Foreign currency items in the table above. See Note 8 for further information on these divestitures.

All amounts of Other comprehensive income (loss) attributable to noncontrolling interests on the Consolidated Statements of Equity relate to foreign currency items.

NOTE 15 – SHARE-BASED COMPENSATION

The Company records share-based compensation awards using a fair value method and recognizes compensation expense for an amount equal to the fair value of the share-based payment issued in its financial statements. The Company's share-based compensation plans include programs for stock options, restricted stock units ("RSUs"), performance stock units ("PSUs") and deferred compensation.

Under the Company's incentive stock plan, the total number of ordinary shares authorized by the shareholders is 8.0 million, of which 3.1 million remain available as of December 31, 2019 for future incentive awards.

Compensation Expense

Share-based compensation expense is included in Cost of goods sold and Selling and administrative expenses within the Consolidated Statements of Comprehensive Income. The following table summarizes the expenses recognized for the years ended December 31:

<i>In millions</i>	2019	2018	2017
Stock options	\$ 3.5	\$ 4.3	\$ 3.3
RSUs	10.0	9.6	7.0
PSUs	6.9	5.7	5.8
Deferred compensation	3.2	(0.8)	2.8
Pre-tax expense	23.6	18.8	18.9
Tax benefit	(3.0)	(1.9)	(6.4)
After-tax expense	\$ 20.6	\$ 16.9	\$ 12.5

Stock Options / RSUs

Eligible participants may receive (i) stock options, (ii) RSUs or (iii) a combination of both stock options and RSUs. The fair value of each of the Company's stock option and RSU awards is expensed on a straight-line basis over the required service period, which is generally the 3-year vesting period. However, for stock options and RSUs granted to retirement eligible employees, the Company recognizes expense for the fair value at the grant date.

The average fair value of the stock options granted for the years ended December 31, 2019, 2018 and 2017, was estimated to be \$19.58, \$21.29 and \$18.22 per share, respectively, using the Black-Scholes option-pricing model. The weighted-average assumptions used were as follows:

	2019	2018	2017
Dividend yield	1.23%	0.97%	0.89%
Volatility	21.44%	22.38%	24.93%
Risk-free rate of return	2.53%	2.75%	2.08%
Expected life	6.0 years	6.0 years	6.0 years

Expected volatility is based on the weighted-average combination of the Company's historic volatility and of the implied volatility of a group of the Company's peers. The risk-free rate of return is based on the yield curve of a zero-coupon U.S. Treasury bond on the date the award is granted with a maturity equal to the expected term of the award. The expected life of the Company's stock option awards is derived from the simplified approach based on the weighted-average time to vest and the remaining contractual term and represents the period of time that awards are expected to be outstanding.

Changes in options outstanding under the plans for the years ended December 31, 2019, 2018 and 2017, were as follows:

	Shares subject to option	Weighted-average exercise price ^(a)	Aggregate intrinsic value (millions)	Weighted-average remaining life (years)
December 31, 2016	1,313,070	\$ 39.87		
Granted	165,113	71.84		
Exercised	(410,397)	31.54		
Canceled	(15,906)	60.84		
December 31, 2017	1,051,880	47.80		
Granted	160,849	86.92		
Exercised	(239,427)	36.50		
Canceled	(16,104)	74.23		
December 31, 2018	957,198	56.71		
Granted	195,675	88.07		
Exercised	(272,003)	42.97		
Canceled	(17,248)	85.22		
Outstanding December 31, 2019	863,622	\$ 67.57	\$ 49.2	6.4
Exercisable December 31, 2019	534,013	\$ 56.58	\$ 36.3	5.1

- (a) The weighted-average exercise price of awards represents the exercise price of the awards on the grant date converted to ordinary shares of the Company.

The following table summarizes information concerning currently outstanding and exercisable options:

Range of exercise price	Options outstanding			Options exercisable		
	Number outstanding at December 31, 2019	Weighted-average remaining life (years)	Weighted-average exercise price	Number exercisable at December 31, 2019	Weighted-average remaining life (years)	Weighted-average exercise price
\$ 10.01 — \$ 20.00	8,099	0.1	\$ 19.44	8,099	0.1	\$ 19.44
20.01 — 30.00	35,158	1.6	26.79	35,158	1.6	26.79
30.01 — 40.00	19,841	2.7	32.33	19,841	2.7	32.33
40.01 — 50.00	47,705	4.0	43.38	47,705	4.0	43.38
50.01 — 60.00	307,869	5.2	56.84	307,869	5.2	56.84
60.01 — 70.00	—	0.0	—	—	0.0	—
70.01 — 80.00	122,074	7.0	71.84	74,411	7.0	71.84
\$ 80.01 — \$ 90.00	322,876	8.7	87.59	40,930	8.0	86.93
	<u>863,622</u>	<u>6.4</u>	<u>\$ 67.57</u>	<u>534,013</u>	<u>5.1</u>	<u>\$ 56.58</u>

At December 31, 2019, there was \$1.3 million of total unrecognized compensation cost from stock option arrangements granted under the plan, which is primarily related to unvested shares of non-retirement eligible employees. The aggregate intrinsic value of the Company's options exercised during the years ended December 31, 2019 and 2018, was \$16.3 million and \$11.5 million, respectively. Generally, stock options expire ten years from their date of grant.

The following table summarizes RSU activity for the years ended December 31, 2019, 2018 and 2017:

	RSUs	Weighted-average grant date fair value ^(a)
Outstanding and unvested at December 31, 2016	205,634	\$ 58.99
Granted	124,933	73.76
Vested	(90,523)	58.78
Canceled	(10,038)	60.47
Outstanding and unvested at December 31, 2017	230,006	66.83
Granted	132,865	84.65
Vested	(104,065)	65.42
Canceled	(14,459)	76.25
Outstanding and unvested at December 31, 2018	244,347	76.51
Granted	134,518	91.75
Vested	(118,060)	73.52
Canceled	(24,286)	79.53
Outstanding and unvested at December 31, 2019	<u>236,519</u>	<u>\$ 86.37</u>

- (a) The weighted-average grant date fair value represents the fair value of the awards on the grant date converted to ordinary shares of the Company.

At December 31, 2019, there was \$7.6 million of total unrecognized compensation cost from RSU arrangements granted under the plan, which is related to unvested shares of non-retirement eligible employees.

Performance Stock

The Company has a Performance Stock Program ("PSP") for key employees which provides awards in the form of PSUs based on performance against pre-established objectives. The annual target award level is expressed as a number of the Company's ordinary shares. All PSUs are settled in the form of ordinary shares unless deferred.

In February 2017, 2018 and 2019, the Company's Compensation Committee granted PSUs that were earned based 50% upon a performance condition, measured at each reporting period by earnings per share ("EPS") performance in relation to pre-established targets set by the Compensation Committee, and 50% upon a market condition, measured by the Company's relative total shareholder return ("TSR") against the S&P 400 Capital Goods Index over a three-year performance period. The fair values of the market conditions are estimated using a Monte Carlo simulation approach in a risk-neutral framework to model future stock price movements based upon historical volatility, risk-free rates of return and correlation matrix.

The following table summarizes PSU activity for the maximum number of shares that may be issued for the years ended December 31, 2019, 2018 and 2017:

	PSUs	Weighted-average grant date fair value ^(a)
Outstanding and unvested at December 31, 2016	209,604	\$ 56.02
Granted	99,832	78.13
Vested	(146,830)	72.01
Forfeited	(1,783)	67.10
Outstanding and unvested at December 31, 2017	160,823	55.02
Granted	93,018	86.46
Vested	(90,967)	68.05
Forfeited	(6,833)	79.93
Outstanding and unvested at December 31, 2018	156,041	65.07
Granted	68,125	87.02
Vested	(56,773)	61.00
Forfeited	(10,045)	68.63
Outstanding and unvested at December 31, 2019	157,348	\$ 75.82

(a) The weighted-average grant date fair value represents the fair value of the awards on the grant date converted to ordinary shares of the Company.

At December 31, 2019, there was \$5.1 million of total unrecognized compensation cost from the PSP based on current performance, which is related to unvested shares. This compensation will be recognized over the required service period, which is generally the three-year vesting period.

Deferred Compensation

Prior to 2019, the Company allowed key employees to defer a portion of their eligible granted PSUs and/or compensation into a number of investment choices including its ordinary share equivalents. Any amounts invested in ordinary share equivalents will be settled in ordinary shares of the Company at the time of distribution.

NOTE 16 – RESTRUCTURING ACTIVITIES

During 2019, 2018, and 2017, the Company recorded \$16.5 million, \$4.9 million and \$12.3 million, respectively, of expenses associated with restructuring activities. Included within the 2019 restructuring expenses are approximately \$8.4 million relating to the Company's closure of its production facility in Turkey during the year. The facility was closed to help streamline the Company's operational footprint in the EMEIA region, and these expenses are primarily related to severance and other employee separation costs, including approximately \$1.9 million of pension curtailment costs, which are included within Other expense (income), net within the Consolidated Statements of Comprehensive Income. All other restructuring expenses for the years ended December 31, 2019, 2018 and 2017, are included within Cost of goods sold and Selling and administrative expenses within the Consolidated Statements of Comprehensive Income. The Company completed the divestiture of its Turkey business in the fourth quarter of 2019 (see Note 8).

The changes in the restructuring reserve during the years ended December 31, 2019 and 2018, were as follows:

<i>In millions</i>	Total
December 31, 2017	\$ 4.2
Additions	4.9
Cash and non-cash uses	(6.9)
Currency translation	(0.1)
December 31, 2018	2.1
Additions	16.5
Cash and non-cash uses	(17.3)
Currency translation	(0.1)
December 31, 2019	\$ 1.2

The majority of the costs accrued as of December 31, 2019, will be paid within one year.

The Company also incurred other non-qualified restructuring charges of \$5.7 million, \$1.6 million and \$1.5 million during the years ended December 31, 2019, 2018 and 2017, respectively, in conjunction with the other restructuring plans, which represent costs that are directly attributable to restructuring activities, but that do not fall into the severance, exit or disposal category. Approximately \$4.3 million of the non-qualified restructuring expenses incurred during 2019 related to the closure of the Company's production facility in Turkey discussed above. Non-qualified restructuring charges are included within Cost of goods sold and Selling and administrative expenses within the Consolidated Statements of Comprehensive Income.

NOTE 17 – OTHER EXPENSE (INCOME), NET

At December 31, the components of Other expense (income), net were as follows:

<i>In millions</i>	2019	2018	2017
Interest income	\$ (1.8)	\$ (0.8)	\$ (1.2)
Foreign currency exchange loss	1.8	0.3	0.7
Loss (earnings) from and gains on sale of equity investments	0.1	(0.4)	(5.4)
Net periodic pension and postretirement benefit cost (income), less service cost	6.8	(2.8)	4.3
Other	(3.1)	0.3	(7.3)
Other expense (income), net	\$ 3.8	\$ (3.4)	\$ (8.9)

Other expense (income), net for the year ended December 31, 2017, included a gain of \$5.4 million from the sale of iDevices, LLC, which is included within the Loss (earnings) from and gains on sale of equity investments in the table above. Other expense (income), net for the year ended December 31, 2017, also included gains of \$7.3 million related to legal entity liquidations in the Asia Pacific segment, of which \$2.2 million was attributed to noncontrolling interests. These gains are included within Other in the table above.

NOTE 18 – INCOME TAXES

Earnings before income taxes for the years ended December 31 were taxed within the following jurisdictions:

<i>In millions</i>	2019	2018	2017
U.S.	\$ 211.1	\$ 151.4	\$ 166.5
Non-U.S.	264.1	323.8	229.2
Total	\$ 475.2	\$ 475.2	\$ 395.7

The components of the Provision for income taxes for the years ended December 31 were as follows:

<i>In millions</i>	2019	2018	2017
Current tax expense:			
U.S.	\$ 87.1	\$ 86.4	\$ 78.8
Non-U.S.	16.2	18.1	15.0
Total:	103.3	104.5	93.8
Deferred tax (benefit) expense:			
U.S.	(25.2)	(56.1)	41.2
Non-U.S.	(5.0)	(8.6)	(16.0)
Total:	(30.2)	(64.7)	25.2
Total tax expense (benefit):			
U.S.	61.9	30.3	120.0
Non-U.S.	11.2	9.5	(1.0)
Total	\$ 73.1	\$ 39.8	\$ 119.0

The Provision for income taxes differs from the amount of income taxes determined by applying the applicable U.S. statutory income tax rate to pretax income, as a result of the following differences:

	Percent of pretax income		
	2019	2018	2017
Statutory U.S. rate	21.0 %	21.0 %	35.0 %
Increase (decrease) in rates resulting from:			
Non-U.S. tax rate differential (1)	(10.6)	(11.9)	(20.0)
State and local income taxes (1)	3.0	2.1	1.8
Reserves for uncertain tax positions	0.5	2.1	0.8
Tax on unremitted earnings	0.1	(1.2)	0.8
Tax Reform Act	—	(4.6)	13.5
Trade incentives	0.2	0.6	—
Production incentives	—	—	(0.9)
Impact of divestitures	1.6	—	—
Other adjustments	(0.4)	0.3	(0.9)
Effective tax rate	15.4 %	8.4 %	30.1 %

(1) Net of changes in valuation allowances

On December 22, 2017, the Tax Reform Act became law, resulting in broad and complex changes to the U.S. tax code. The impact to the Company's Consolidated Financial Statements during the year ended December 31, 2017, included, but were not limited to, a (1) reduced U.S. federal corporate tax rate from 35.0% to 21.0%, effective January 1, 2018, (2) required a one-time transition tax on certain unrepatriated earnings of non-U.S. subsidiaries and (3) required review of the future realizability of deferred tax balances.

Shortly after the Tax Reform Act was enacted, the SEC staff issued Staff Accounting Bulletin No. 118, Income Tax Accounting Implications of the Tax Cuts and Jobs Act (SAB 118) which provided guidance on accounting for the Tax Reform Act's impact. SAB 118 provided a measurement period, which in no case was to extend beyond one year from the Tax Reform Act enactment date, during which a company acting in good faith could complete the accounting for the impacts of the Tax Reform Act under ASC Topic 740. In accordance with SAB 118, the Company reflected the income tax effects of the Tax Reform Act in the reporting period in which the accounting under ASC 740 was completed. The Company recorded a provisional discrete net tax charge of \$53.5 million related to the Tax Reform Act during the year ended December 31, 2017. This net charge primarily consisted of a net charge of \$24.5 million due to the remeasurement of deferred tax accounts to reflect the corporate rate reduction impact to the Company's net deferred tax balances, a net charge of \$22.8 million due to the future realizability of certain deferred tax balances and a net charge for the transition tax of \$5.0 million.

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In accordance with the expiration of the one-year SAB 118 measurement period, the Company completed the assessment of the income tax effects of the Tax Reform Act in the fourth quarter of 2018. In finalizing the net tax charge resulting from the Tax Reform Act, the Company reversed \$22.8 million of previous charges and recorded an additional \$0.9 million of transition tax, each of which is described more fully below.

During 2018, the U.S. Internal Revenue Service and Treasury Department released interpretative guidance and accordingly, the Company reversed the \$22.8 million of valuation allowance during the year ended December 31, 2018, primarily related to the deductibility of interest limitation carryforward balances and certain executive compensation. Also during 2018, U.S. Internal Revenue Service and Treasury Department released interpretive guidance and draft regulations which resulted in the \$0.9 million increase in the transition tax charge. The Company elected to pay the full liability for the deemed repatriation of foreign earnings during the year ended December 31, 2018.

The majority of the Company's earnings are considered permanently reinvested. The transition tax resulted in certain previously untaxed non-U.S. earnings being included in the U.S. federal and state 2017 taxable income. As a result of the Tax Reform Act, the Company analyzed its global working capital requirements and the potential tax liabilities that would be incurred if certain non-U.S. subsidiaries made distributions, which include local country withholding tax and potential U.S. state taxation. Based on this analysis, the Company made no changes to its permanent reinvestment assertions to reinvest the earnings in its non-U.S. subsidiaries outside of the U.S. Thus, the Company has not recorded any incremental withholding or income tax liabilities on its investment in its non-U.S. subsidiaries.

At December 31, a summary of the deferred tax accounts was as follows:

<i>In millions</i>	2019	2018
Deferred tax assets:		
Inventory and accounts receivable	\$ 5.3	\$ 15.3
Fixed assets and intangibles	2.3	2.2
Postemployment and other benefit liabilities	31.0	29.1
Other reserves and accruals	14.2	12.8
Net operating losses, tax credits and other carryforwards	346.3	419.9
Other	0.8	0.7
Gross deferred tax assets	399.9	480.0
Less: deferred tax valuation allowances	(241.0)	(357.1)
Deferred tax assets net of valuation allowances	\$ 158.9	\$ 122.9
Deferred tax liabilities:		
Fixed assets and intangibles	\$ (104.3)	\$ (104.9)
Postemployment and other benefit liabilities	(5.1)	(3.5)
Unremitted earnings of foreign subsidiaries	(2.4)	(0.5)
Other	(3.8)	(6.3)
Gross deferred tax liabilities	(115.6)	(115.2)
Net deferred tax assets	\$ 43.3	\$ 7.7

At December 31, 2019, \$2.4 million of deferred taxes were recorded for certain undistributed earnings of non-U.S. subsidiaries. Historically, no deferred taxes have been provided for any portion of the remaining undistributed earnings of the Company's subsidiaries since these earnings have been, and will continue to be, permanently reinvested in these subsidiaries. For many reasons, including the number of legal entities and jurisdictions involved, the complexity of the Company's legal entity structure, the complexity of tax laws in the relevant jurisdictions and the impact of projections of income for future years to any calculations, the Company believes it is not practicable to estimate, within any reasonable range, the amount of additional taxes which may be payable upon the distribution of earnings.

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At December 31, 2019, the Company had the following tax losses and tax credit carryforwards available to offset taxable income in prior and future years:

<i>In millions</i>	Amount	Expiration Period
U.S. Federal tax loss carryforwards	\$ 20.0	2027-2037
U.S. Federal and State credit carryforwards	22.5	2025-2037
U.S. State tax loss carryforwards	27.4	2020-Unlimited
Non-U.S. tax loss carryforwards	\$ 934.7	2020-Unlimited

The U.S. state loss carryforwards were incurred in various jurisdictions. The non-U.S. loss carryforwards were incurred in various jurisdictions, predominantly in China, Ireland, Italy, Luxembourg and the United Kingdom.

The Company evaluates its deferred income tax assets to determine if valuation allowances are required or should be adjusted. U.S. GAAP requires that companies assess whether valuation allowances should be established against their deferred tax assets based on consideration of all available evidence, both positive and negative, using a "more likely than not" standard. This assessment considers the nature, frequency and amount of recent losses, the duration of statutory carryforward periods and tax planning strategies. In making such judgments, significant weight is given to evidence that can be objectively verified.

Activity associated with the Company's valuation allowance is as follows:

<i>In millions</i>	2019	2018	2017
Beginning balance	\$ 357.1	\$ 312.9	\$ 225.5
Increase to valuation allowance	2.8	70.9	96.9
Decrease to valuation allowance	(118.6)	(25.0)	(11.9)
Foreign exchange translation	(0.3)	(1.7)	2.4
Ending balance	\$ 241.0	\$ 357.1	\$ 312.9

During the year ended December 31, 2019, the valuation allowance decreased by \$116.1 million. This decrease is the result of changes in country specific tax laws, internal restructurings, jurisdictional profitability and changes in judgment and facts regarding the realizability of deferred tax assets.

The Company has total unrecognized tax benefits of \$37.3 million and \$42.0 million as of December 31, 2019 and 2018, respectively. The amount of unrecognized tax benefits that, if recognized, would affect the effective tax rate is \$37.3 million as of December 31, 2019. A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

<i>In millions</i>	2019	2018	2017
Beginning balance	\$ 42.0	\$ 29.0	\$ 32.0
Additions based on tax positions related to the current year	5.7	9.5	6.4
Additions based on tax positions related to prior years	1.7	8.2	1.6
Reductions based on tax positions related to prior years	(7.0)	(1.4)	(5.0)
Reductions related to settlements with tax authorities	(4.0)	(1.5)	(7.1)
Reductions related to lapses of statute of limitations	(0.8)	(1.1)	(1.2)
Translation (gain)/loss	(0.3)	(0.7)	2.3
Ending balance	\$ 37.3	\$ 42.0	\$ 29.0

The Company records interest and penalties associated with the uncertain tax positions within its provision for income taxes. The Company had reserves associated with interest and penalties, net of tax, of \$6.2 million and \$5.7 million at December 31, 2019 and 2018, respectively. For the years ended December 31, 2019 and 2018, the Company recognized \$1.3 million and \$0.8 million in net interest and penalties, net of tax, related to these uncertain tax positions.

The total amount of unrecognized tax benefits relating to the Company's tax positions is subject to change based on future events including, but not limited to, the settlements of ongoing audits and/or the expiration of applicable statutes of limitations. Although the outcomes and timing of such events are highly uncertain, it is reasonably possible that the balance of gross unrecognized tax benefits, excluding interest and penalties, could potentially be reduced by up to approximately \$8.6 million during the next 12 months.

The provision for income taxes involves a significant amount of management judgment regarding interpretation of relevant facts and laws in the jurisdictions in which the Company operates. Future changes in applicable laws, projected levels of taxable income and tax planning could change the effective tax rate and tax balances recorded by the Company. In addition, tax authorities periodically review income tax returns filed by the Company and can raise issues regarding its filing positions, timing and amount of income or deductions and the allocation of income among the jurisdictions in which the Company operates. A significant period of time may elapse between the filing of an income tax return and the ultimate resolution of an issue raised by a tax authority with respect to that return. In the normal course of business, the Company is subject to examination by taxing authorities throughout the world, including such major jurisdictions as Australia, Canada, France, Germany, Italy, Mexico, the Netherlands and the U.S. In general, the examination of the material tax returns of subsidiaries of the Company is complete for the years prior to 2003, with certain matters being resolved through appeals and litigation.

The Company had no indemnity receivables at December 31, 2019, and \$5.4 million of indemnity receivables included in Other noncurrent assets at December 31, 2018, primarily related to additional competent authority relief filings.

NOTE 19 – EARNINGS PER SHARE (EPS)

Basic EPS is calculated by dividing Net earnings attributable to Allegion plc by the weighted-average number of ordinary shares outstanding for the applicable period. Diluted EPS is calculated after adjusting the denominator of the basic EPS calculation for the effect of all potentially dilutive ordinary shares, which in the Company's case, includes shares issuable under share-based compensation plans.

The following table summarizes the weighted-average number of ordinary shares outstanding for basic and diluted earnings per share calculations:

<i>In millions</i>	2019	2018	2017
Weighted-average number of basic shares	93.6	95.0	95.1
Shares issuable under share-based compensation plans	0.7	0.7	0.9
Weighted-average number of diluted shares	94.3	95.7	96.0

At December 31, 2019, 0.1 million stock options were excluded from the computation of weighted-average diluted shares outstanding because the effect of including these shares would have been anti-dilutive.

NOTE 20 – NET REVENUES

Net revenues are recognized based on the satisfaction of performance obligations under the terms of a contract. A performance obligation is a promise in a contract to transfer control of a distinct product or to provide a service, or a bundle of products or services, to a customer, and is the unit of account under ASC 606. The Company has two principal revenue streams, tangible product sales and services. Approximately 99% of consolidated Net revenues involve contracts with a single performance obligation, which is the transfer of control of a product or bundle of products to a customer. Transfer of control typically occurs when goods are shipped from the Company's facilities or at other predetermined control transfer points (for instance, destination terms). Net revenues are measured as the amount of consideration expected to be received in exchange for transferring control of the products and takes into account variable consideration, such as sales incentive programs including discounts and volume rebates. The existence of these programs does not preclude revenue recognition but does require the Company's best estimate of the variable consideration to be made based on expected activity, as these items are reserved for as a deduction to Net revenues over time based on the Company's historical rates of providing these incentives and annual forecasted sales volumes. The Company also offers a standard warranty with most product sales and the value of such warranty is included in the contractual price. The corresponding cost of the warranty obligation is accrued as a liability (see Note 21).

The Company's remaining Net revenues involve services, including installation and consulting. Unlike the single performance obligation to ship a product or bundle of products, revenue recognition related to services revenues is delayed until the service based performance obligations are satisfied. In some instances, customer acceptance provisions are included in sales arrangements to give the buyer the ability to ensure the service meets the criteria established in the order. In these instances, revenue recognition is deferred until the performance obligations are satisfied, which could include acceptance terms specified in the arrangement being fulfilled through customer acceptance or a demonstration that established criteria have been satisfied. During the years ended December 31, 2019 and 2018, no adjustments related to performance obligations satisfied in previous periods were recorded.

The Company applies the practical expedients allowed under ASC 606 to omit the disclosure of remaining performance obligations for contracts with an original expected duration of one year or less and for contracts where the Company has the right to invoice

for performance completed to date. The transaction price is not adjusted for the effects of a significant financing component, as the time period between control transfer of goods and services is less than one year. Sales, value-added and other similar taxes collected by the Company are excluded from Net revenues. The Company has also elected to account for shipping and handling activities that occur after control of the related goods transfers as fulfillment activities instead of performance obligations. These activities are included in Cost of goods sold in the Consolidated Statements of Comprehensive Income. The Company's payment terms are generally consistent with the industries in which its businesses operate.

The following table shows the Company's Net revenues related to both tangible product sales and services for the years ended December 31, 2019, 2018 and 2017, respectively, disaggregated by business segment. Net revenues are shown by tangible product sales and services, as contract terms, conditions and economic factors affecting the nature, amount, timing and uncertainty around revenue recognition and cash flows are substantially similar within each of the two principal revenue streams:

	2019			
<i>In millions</i>	Americas	EMEIA	Asia Pacific	Consolidated
Net revenues				
Products	\$ 2,114.5	\$ 546.1	\$ 158.8	\$ 2,819.4
Services	—	26.4	8.2	34.6
Total Net revenues	\$ 2,114.5	\$ 572.5	\$ 167.0	\$ 2,854.0

	2018			
<i>In millions</i>	Americas	EMEIA	Asia Pacific	Consolidated
Net revenues				
Products	\$ 1,988.6	\$ 567.8	\$ 148.9	\$ 2,705.3
Services	—	22.1	4.3	26.4
Total Net revenues	\$ 1,988.6	\$ 589.9	\$ 153.2	\$ 2,731.7

	2017 ^(a)			
<i>In millions</i>	Americas	EMEIA	Asia Pacific	Consolidated
Net revenues				
Products	\$ 1,767.5	\$ 501.9	\$ 117.2	\$ 2,386.6
Services	—	21.6	—	21.6
Total Net revenues	\$ 1,767.5	\$ 523.5	\$ 117.2	\$ 2,408.2

(a) The Company adopted ASC 606 on January 1, 2018, on a modified retrospective basis, and as such, amounts presented for the year ended December 31, 2017, are based on ASC 605.

As of December 31, 2019 and 2018, neither the contract assets related to the Company's right to consideration for work completed but not billed nor the contract liabilities associated with contract revenue were material. As a practical expedient, the Company recognizes incremental costs of obtaining a contract, if any, as an expense when incurred if the amortization period of the asset would have been one year or less. The Company does not have any costs to obtain or fulfill a contract that are capitalized under ASC 606.

NOTE 21 – COMMITMENTS AND CONTINGENCIES

The Company is involved in various litigation, claims and administrative proceedings, including those related to environmental and product warranty matters. Amounts recorded for identified contingent liabilities are estimates, which are reviewed periodically and adjusted to reflect additional information when it becomes available. Subject to the uncertainties inherent in estimating future costs for contingent liabilities, except as expressly set forth in this note, management believes that any liability which may result from these legal matters would not have a material adverse effect on the financial condition, results of operations, liquidity or cash flows of the Company.

Environmental Matters

The Company is dedicated to an environmental program to reduce the utilization and generation of hazardous materials during the manufacturing process and to remediate identified environmental concerns. As to the latter, the Company is currently engaged

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in site investigations and remediation activities to address environmental cleanup from past operations at current and former production facilities. The Company regularly evaluates its remediation programs and considers alternative remediation methods that are in addition to, or in replacement of, those currently utilized by the Company based upon enhanced technology and regulatory changes. Changes to the Company's remediation programs may result in increased expenses and increased environmental reserves.

The Company is sometimes a party to environmental lawsuits and claims and has received notices of potential violations of environmental laws and regulations from the U.S. Environmental Protection Agency and similar state authorities. It has also been identified as a potentially responsible party ("PRP") for cleanup costs associated with off-site waste disposal at federal Superfund and state remediation sites. For all such sites, there are other PRPs and, in most instances, the Company's involvement is minimal.

In estimating its liability, the Company has assumed it will not bear the entire cost of remediation of any site to the exclusion of other PRPs who may be jointly and severally liable. The ability of other PRPs to participate has been taken into account, based on the Company's understanding of the parties' financial condition and probable contributions on a per site basis. Additional lawsuits and claims involving environmental matters are likely to arise from time to time in the future.

The Company incurred \$1.7 million, \$2.4 million and \$3.2 million of expenses during the years ended December 31, 2019, 2018 and 2017, respectively, for environmental remediation at sites presently or formerly owned or leased by the Company. Environmental remediation costs are recorded in Costs of goods sold within the Consolidated Statements of Comprehensive Income.

As of December 31, 2019 and 2018, the Company has recorded reserves for environmental matters of \$19.3 million and \$22.6 million, respectively. The total reserve at December 31, 2019 and 2018, included \$4.2 million and \$6.3 million, respectively, related to remediation of sites previously disposed by the Company. Environmental reserves are classified as Accrued expenses and other current liabilities or Other noncurrent liabilities within the Consolidated Balance Sheets based on their expected term. The Company's total current environmental reserve at December 31, 2019 and 2018, was \$6.2 million and \$5.6 million, respectively, and the remainder is classified as noncurrent. Given the evolving nature of environmental laws, regulations and technology, the ultimate cost of future compliance is uncertain.

Warranty Liability

Standard product warranty accruals are recorded at the time of sale and are estimated based upon product warranty terms and historical experience. The Company assesses the adequacy of its liabilities and will make adjustments as necessary based on known or anticipated warranty claims, or as new information becomes available.

The changes in the standard product warranty liability for the years ended December 31, were as follows:

<i>In millions</i>	2019	2018	2017
Balance at beginning of period	\$ 14.5	\$ 14.1	\$ 13.3
Reductions for payments	(8.4)	(7.9)	(7.8)
Accruals for warranties issued during the current period	10.3	7.8	9.0
Changes to accruals related to preexisting warranties	(0.4)	0.2	(0.8)
Acquisitions	—	0.5	—
Translation	(0.1)	(0.2)	0.4
Balance at end of period	<u>\$ 15.9</u>	<u>\$ 14.5</u>	<u>\$ 14.1</u>

Standard product warranty liabilities are classified as Accrued expenses and other current liabilities within the Consolidated Balance Sheets.

NOTE 22 – BUSINESS SEGMENT INFORMATION

The Company classifies its business into the following three reportable segments based on industry and market focus: Americas, EMEIA and Asia Pacific.

The Company largely evaluates performance based on Segment operating income and Segment operating margins. Segment operating income is the measure of profit and loss that the Company's chief operating decision maker uses to evaluate the financial performance of the business and as the basis for resource allocation, performance reviews and compensation. For these reasons, the Company believes that Segment operating income represents the most relevant measure of segment profit and loss. The Company's chief operating decision maker may exclude certain charges or gains, such as corporate charges and other special charges, from Operating income to arrive at a Segment operating income that is a more meaningful measure of profit and loss

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upon which to base operating decisions. The Company defines Segment operating margin as Segment operating income as a percentage of the segment's Net revenues.

A summary of operations and balance sheet information by reportable segments as of and for the years ended December 31 were as follows:

<i>Dollar amounts in millions</i>	2019	2018	2017
Americas			
Net revenues	\$ 2,114.5	\$ 1,988.6	\$ 1,767.5
Segment operating income	611.6	544.5	508.5
Segment operating margin	28.9%	27.4%	28.8%
Depreciation and amortization	35.7	42.2	26.4
Capital expenditures	32.1	22.5	26.1
Total segment assets	1,239.0	1,175.8	872.4
EMEIA			
Net revenues	572.5	589.9	523.5
Segment operating income	34.3	49.3	44.1
Segment operating margin	6.0%	8.4%	8.4%
Depreciation and amortization	33.1	32.0	28.6
Capital expenditures	16.9	16.2	17.1
Total segment assets	1,057.6	1,052.1	1,027.7
Asia Pacific			
Net revenues	167.0	153.2	117.2
Segment operating income	0.5	6.9	9.5
Segment operating margin	0.3%	4.5%	8.1%
Depreciation and amortization	4.9	3.9	2.5
Capital expenditures	11.4	4.2	1.5
Total segment assets	281.1	286.6	196.3
Total Net revenues	\$ 2,854.0	\$ 2,731.7	\$ 2,408.2
Reconciliation to earnings before income taxes			
Segment operating income from reportable segments	\$ 646.4	\$ 600.7	\$ 562.1
Unallocated corporate expense	81.3	74.9	69.6
Interest expense	56.0	54.0	105.7
Loss on divestitures	30.1	—	—
Other expense (income), net	3.8	(3.4)	(8.9)
Total earnings before income taxes	\$ 475.2	\$ 475.2	\$ 395.7
Depreciation and amortization from reportable segments	\$ 73.7	\$ 78.1	\$ 57.5
Unallocated depreciation and amortization	4.4	4.2	4.1
Total depreciation and amortization	\$ 78.1	\$ 82.3	\$ 61.6
Capital expenditures from reportable segments	\$ 60.4	\$ 42.9	\$ 44.7
Corporate capital expenditures	5.2	6.2	4.6
Total capital expenditures	\$ 65.6	\$ 49.1	\$ 49.3
Assets from reportable segments	\$ 2,577.7	\$ 2,514.5	\$ 2,096.4
Unallocated assets ^(a)	389.5	295.7	445.6
Total assets	\$ 2,967.2	\$ 2,810.2	\$ 2,542.0

(a) Unallocated assets consist primarily of investments in unconsolidated affiliates, fixed assets, deferred income taxes and cash.

Net revenues by destination and product type for the years ended December 31, were as follows:

<i>In millions</i>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Net revenues			
U.S.	\$ 1,988.9	\$ 1,852.8	\$ 1,645.6
Non-U.S.	865.1	878.9	762.6
Total	<u>\$ 2,854.0</u>	<u>\$ 2,731.7</u>	<u>\$ 2,408.2</u>

<i>In millions</i>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Net revenues			
Mechanical products	\$ 2,247.0	\$ 2,155.2	\$ 1,906.4
All other	607.0	576.5	501.8
Total	<u>\$ 2,854.0</u>	<u>\$ 2,731.7</u>	<u>\$ 2,408.2</u>

In fiscal year 2019, 2018 and 2017, no customer exceeded 10% of consolidated Net revenues.

At December 31, long-lived assets by geographic area were as follows:

<i>In millions</i>	<u>2019</u>	<u>2018</u>
Long-lived assets		
U.S.	\$ 242.0	\$ 245.1
Non-U.S.	437.3	448.1
Total	<u>\$ 679.3</u>	<u>\$ 693.2</u>

NOTE 23 – SUBSEQUENT EVENTS

On February 6, 2020, the Company's Board of Directors declared a quarterly dividend of \$0.32 cents per ordinary share. The dividend is payable March 31, 2020 to shareholders of record on March 17, 2020.

NOTE 24 – GUARANTOR FINANCIAL INFORMATION

Allegion US Hold Co is the issuer of the 3.200% Senior Notes and 3.550% Senior Notes and is the guarantor of the 3.500% Senior Notes (all three senior notes, collectively, the "Senior Notes"). Allegion plc (the "Parent") is the issuer of the 3.500% Senior Notes and is the guarantor of the 3.200% Senior Notes and 3.550% Senior Notes. Allegion US Hold Co is 100% owned by the Parent and each of the guarantees of Allegion US Hold Co and the Parent is full and unconditional and joint and several. The following tables present condensed and consolidated financial information of Allegion plc, Allegion US Hold Co, and the other Allegion subsidiaries that are not guarantors (the "Other Subsidiaries") on a combined basis as of December 31, 2019 and 2018, and for the years ended December 31, 2019, 2018 and 2017.

Condensed and Consolidated Statement of Comprehensive Income

For the year ended December 31, 2019

<i>In millions</i>	Allegion plc	Allegion US Holding	Other Subsidiaries	Consolidating Adjustments	Total
Net revenues	\$ —	\$ —	\$ 2,854.0	\$ —	\$ 2,854.0
Cost of goods sold	—	—	1,601.7	—	1,601.7
Selling and administrative expenses	6.5	0.3	680.4	—	687.2
Operating (loss) income	(6.5)	(0.3)	571.9	—	565.1
Equity earnings (loss) in affiliates, net of tax	448.3	281.9	—	(730.2)	—
Interest expense	30.5	24.9	0.6	—	56.0
Intercompany interest and fees	9.5	106.4	(115.9)	—	—
Loss on divestitures	—	—	30.1	—	30.1
Other expense, net	—	—	3.8	—	3.8
Earnings (loss) before income taxes	401.8	150.3	653.3	(730.2)	475.2
Provision (benefit) for income taxes	—	(32.4)	105.5	—	73.1
Net earnings (loss)	401.8	182.7	547.8	(730.2)	402.1
Less: Net earnings attributable to noncontrolling interests	—	—	0.3	—	0.3
Net earnings (loss) attributable to Allegion plc	\$ 401.8	\$ 182.7	\$ 547.5	\$ (730.2)	\$ 401.8
Total comprehensive income (loss)	\$ 406.7	\$ 179.0	\$ 556.3	\$ (735.1)	\$ 406.9
Less: Total comprehensive income attributable to noncontrolling interests	—	—	0.2	—	0.2
Total comprehensive income (loss) attributable to Allegion plc	\$ 406.7	\$ 179.0	\$ 556.1	\$ (735.1)	\$ 406.7

Condensed and Consolidated Statement of Comprehensive Income

For the year ended December 31, 2018

<i>In millions</i>	Allegion plc	Allegion US Holding	Other Subsidiaries	Consolidating Adjustments	Total
Net revenues	\$ —	\$ —	\$ 2,731.7	\$ —	\$ 2,731.7
Cost of goods sold	—	—	1,558.4	—	1,558.4
Selling and administrative expenses	6.3	0.1	641.1	—	647.5
Operating (loss) income	(6.3)	(0.1)	532.2	—	525.8
Equity earnings (loss) in affiliates, net of tax	468.2	228.7	—	(696.9)	—
Interest expense	27.4	25.8	0.8	—	54.0
Intercompany interest and fees	(0.4)	107.3	(106.9)	—	—
Other income, net	—	—	(3.4)	—	(3.4)
Earnings (loss) before income taxes	434.9	95.5	641.7	(696.9)	475.2
Provision (benefit) for income taxes	—	(28.2)	68.0	—	39.8
Net earnings (loss)	434.9	123.7	573.7	(696.9)	435.4
Less: Net earnings attributable to noncontrolling interests	—	—	0.5	—	0.5
Net earnings (loss) attributable to Allegion plc	\$ 434.9	\$ 123.7	\$ 573.2	\$ (696.9)	\$ 434.9
Total comprehensive income (loss)	\$ 374.0	\$ 133.6	\$ 501.9	\$ (634.6)	\$ 374.9
Less: Total comprehensive income attributable to noncontrolling interests	—	—	0.9	—	0.9
Total comprehensive income (loss) attributable to Allegion plc	\$ 374.0	\$ 133.6	\$ 501.0	\$ (634.6)	\$ 374.0

Condensed and Consolidated Statement of Comprehensive Income

For the year ended December 31, 2017

<i>In millions</i>	Allegion plc	Allegion US Holding	Other Subsidiaries	Consolidating Adjustments	Total
Net revenues	\$ —	\$ —	\$ 2,408.2	\$ —	\$ 2,408.2
Cost of goods sold	—	—	1,335.3	—	1,335.3
Selling and administrative expenses	5.3	0.2	574.9	—	580.4
Operating (loss) income	(5.3)	(0.2)	498.0	—	492.5
Equity earnings (loss) in affiliates, net of tax	348.3	154.3	—	(502.6)	—
Interest expense	70.6	34.8	0.3	—	105.7
Intercompany interest and fees	(0.9)	111.1	(110.2)	—	—
Other income, net	—	—	(8.9)	—	(8.9)
Earnings (loss) before income taxes	273.3	8.2	616.8	(502.6)	395.7
Provision (benefit) for income taxes	—	(30.4)	149.4	—	119.0
Net earnings (loss)	273.3	38.6	467.4	(502.6)	276.7
Less: Net earnings attributable to noncontrolling interests	—	—	3.4	—	3.4
Net earnings (loss) attributable to Allegion plc	\$ 273.3	\$ 38.6	\$ 464.0	\$ (502.6)	\$ 273.3
Total comprehensive income (loss)	\$ 391.1	\$ 39.3	\$ 584.1	\$ (620.6)	\$ 393.9
Less: Total comprehensive income attributable to noncontrolling interests	—	—	2.8	—	2.8
Total comprehensive income (loss) attributable to Allegion plc	\$ 391.1	\$ 39.3	\$ 581.3	\$ (620.6)	\$ 391.1

Condensed and Consolidated Balance Sheet
December 31, 2019

<i>In millions</i>	Allegion plc	Allegion US Holding	Other Subsidiaries	Consolidating Adjustments	Total
Current assets:					
Cash and cash equivalents	\$ 5.3	\$ 1.3	\$ 348.7	\$ —	\$ 355.3
Restricted cash	—	—	3.4	—	3.4
Accounts and notes receivable, net	—	—	329.8	—	329.8
Inventories	—	—	269.9	—	269.9
Other current assets	0.8	34.0	27.7	(19.1)	43.4
Accounts and notes receivable affiliates	—	1,408.6	2,674.0	(4,082.6)	—
Total current assets	6.1	1,443.9	3,653.5	(4,101.7)	1,001.8
Investment in affiliates	1,725.2	1,017.2	—	(2,742.4)	—
Property, plant and equipment, net	—	—	291.4	—	291.4
Intangible assets, net	—	—	1,384.2	—	1,384.2
Notes receivable affiliates	30.2	416.6	651.9	(1,098.7)	—
Other noncurrent assets	4.5	39.4	245.9	—	289.8
Total assets	\$ 1,766.0	\$ 2,917.1	\$ 6,226.9	\$ (7,942.8)	\$ 2,967.2
Current liabilities:					
Accounts payable and accruals	\$ 6.5	\$ 6.7	\$ 512.8	\$ (19.1)	\$ 506.9
Short-term borrowings and current maturities of long-term debt	—	—	0.1	—	0.1
Accounts and note payable affiliates	1.6	2,672.4	1,408.6	(4,082.6)	—
Total current liabilities	8.1	2,679.1	1,921.5	(4,101.7)	507.0
Long-term debt	633.2	793.8	0.6	—	1,427.6
Notes payable affiliates	364.6	287.3	446.8	(1,098.7)	—
Other noncurrent liabilities	2.7	6.7	262.8	—	272.2
Total liabilities	1,008.6	3,766.9	2,631.7	(5,200.4)	2,206.8
Equity:					
Total shareholders' equity (deficit)	757.4	(849.8)	3,592.2	(2,742.4)	757.4
Noncontrolling interests	—	—	3.0	—	3.0
Total equity (deficit)	757.4	(849.8)	3,595.2	(2,742.4)	760.4
Total liabilities and equity	\$ 1,766.0	\$ 2,917.1	\$ 6,226.9	\$ (7,942.8)	\$ 2,967.2

Condensed and Consolidated Balance Sheet
December 31, 2018

<i>In millions</i>	Allegion plc	Allegion US Holding	Other Subsidiaries	Consolidating Adjustments	Total
Current assets:					
Cash and cash equivalents	\$ 4.2	\$ 1.0	\$ 278.6	\$ —	\$ 283.8
Restricted cash	—	—	6.8	—	6.8
Accounts and notes receivable, net	—	—	324.9	—	324.9
Inventories	—	—	280.3	—	280.3
Other current assets	0.5	33.7	19.1	(18.3)	35.0
Assets held for sale	—	—	0.8	—	0.8
Accounts and notes receivable affiliates	—	816.2	369.8	(1,186.0)	—
Total current assets	4.7	850.9	1,280.3	(1,204.3)	931.6
Investment in affiliates	1,265.8	718.2	—	(1,984.0)	—
Property, plant and equipment, net	—	—	276.7	—	276.7
Intangible assets, net	—	—	1,430.1	—	1,430.1
Notes receivable affiliates	30.8	1,061.2	2,553.4	(3,645.4)	—
Other noncurrent assets	4.0	61.2	106.6	—	171.8
Total assets	\$ 1,305.3	\$ 2,691.5	\$ 5,647.1	\$ (6,833.7)	\$ 2,810.2
Current liabilities:					
Accounts payable and accruals	\$ 2.0	\$ 6.8	\$ 495.0	\$ (18.3)	\$ 485.5
Short-term borrowings and current maturities of long-term debt	35.0	—	0.3	—	35.3
Accounts and note payable affiliates	0.3	369.5	816.2	(1,186.0)	—
Total current liabilities	37.3	376.3	1,311.5	(1,204.3)	520.8
Long-term debt	615.8	792.8	0.9	—	1,409.5
Notes payable affiliates	—	2,553.4	1,092.0	(3,645.4)	—
Other noncurrent liabilities	1.2	5.5	219.2	—	225.9
Total liabilities	654.3	3,728.0	2,623.6	(4,849.7)	2,156.2
Equity:					
Total shareholders' equity (deficit)	651.0	(1,036.5)	3,020.5	(1,984.0)	651.0
Noncontrolling interests	—	—	3.0	—	3.0
Total equity (deficit)	651.0	(1,036.5)	3,023.5	(1,984.0)	654.0
Total liabilities and equity	\$ 1,305.3	\$ 2,691.5	\$ 5,647.1	\$ (6,833.7)	\$ 2,810.2

**Condensed and Consolidated Statement of Cash Flows
For the year ended December 31, 2019**

<i>In millions</i>	Allegion plc	Allegion US Holding	Other Subsidiaries	Consolidating Adjustments	Total
Net cash (used in) provided by operating activities	\$ (22.3)	\$ (54.7)	\$ 643.5	\$ (78.3)	\$ 488.2
Cash flows from investing activities:					
Capital expenditures	—	—	(65.6)	—	(65.6)
Acquisition of and equity investments in businesses, net of cash acquired	—	—	(7.6)	—	(7.6)
Proceeds related to business dispositions	—	—	3.3	—	3.3
Other investing activities, net	—	(7.5)	(7.7)	7.5	(7.7)
Net cash (used in) provided by investing activities	—	(7.5)	(77.6)	7.5	(77.6)
Cash flows from financing activities:					
Debt repayments, net	(17.5)	—	(0.4)	—	(17.9)
Debt issuance costs	(4.2)	—	—	—	(4.2)
Net inter-company proceeds (payments)	365.2	62.5	(427.7)	—	—
Dividends paid to ordinary shareholders	(100.6)	—	—	—	(100.6)
Dividends paid	—	—	(78.3)	78.3	—
Proceeds from shares issued under incentive plans	6.5	—	—	—	6.5
Repurchase of ordinary shares	(226.0)	—	—	—	(226.0)
Other financing activities, net	—	—	7.5	(7.5)	—
Net cash provided by (used in) financing activities	23.4	62.5	(498.9)	70.8	(342.2)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	—	—	(0.3)	—	(0.3)
Net increase in cash, cash equivalents and restricted cash	1.1	0.3	66.7	—	68.1
Cash, cash equivalents and restricted cash – beginning of period	4.2	1.0	285.4	—	290.6
Cash, cash equivalents and restricted cash – end of period	\$ 5.3	\$ 1.3	\$ 352.1	\$ —	\$ 358.7

**Condensed and Consolidated Statement of Cash Flows
For the year ended December 31, 2018**

<i>In millions</i>	<u>Allegion plc</u>	<u>Allegion US Holding</u>	<u>Other Subsidiaries</u>	<u>Consolidating Adjustments</u>	<u>Total</u>
Net cash provided by (used in) operating activities	\$ 209.3	\$ (59.5)	\$ 631.7	\$ (323.7)	\$ 457.8
Cash flows from investing activities:					
Capital expenditures	—	—	(49.1)	—	(49.1)
Acquisition of and equity investments in businesses, net of cash acquired	—	(248.5)	(127.6)	—	(376.1)
Purchase of investments	—	—	(14.3)	—	(14.3)
Other investing activities, net	—	(1.0)	(4.3)	1.0	(4.3)
Net cash (used in) provided by investing activities	—	(249.5)	(195.3)	1.0	(443.8)
Cash flows from financing activities:					
Debt repayments, net	(35.0)	—	(1.1)	—	(36.1)
Net inter-company (payments) proceeds	(27.3)	309.7	(282.4)	—	—
Dividends paid to ordinary shareholders	(79.4)	—	—	—	(79.4)
Dividends paid	—	—	(323.7)	323.7	—
Proceeds from shares issued under incentive plans	3.2	—	—	—	3.2
Repurchase of ordinary shares	(67.3)	—	—	—	(67.3)
Other financing activities, net	—	—	(2.8)	(1.0)	(3.8)
Net cash (used in) provided by financing activities	(205.8)	309.7	(610.0)	322.7	(183.4)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	—	—	(6.2)	—	(6.2)
Net increase (decrease) in cash, cash equivalents and restricted cash	3.5	0.7	(179.8)	—	(175.6)
Cash, cash equivalents and restricted cash – beginning of period	0.7	0.3	465.2	—	466.2
Cash, cash equivalents and restricted cash – end of period	<u>\$ 4.2</u>	<u>\$ 1.0</u>	<u>\$ 285.4</u>	<u>\$ —</u>	<u>\$ 290.6</u>

**Condensed and Consolidated Statement of Cash Flows
For the year ended December 31, 2017**

<i>In millions</i>	<u>Allegion plc</u>	<u>Allegion US Holding</u>	<u>Other Subsidiaries</u>	<u>Consolidating Adjustments</u>	<u>Total</u>
Net cash provided by (used in) operating activities	\$ 581.3	\$ 63.3	\$ 565.0	\$ (862.4)	\$ 347.2
Cash flows from investing activities:					
Capital expenditures	—	—	(49.3)	—	(49.3)
Acquisition of businesses, net of cash acquired	—	—	(20.8)	—	(20.8)
Proceeds from sale of property, plant and equipment	—	—	3.1	—	3.1
Proceeds from sale of equity investment	—	—	15.6	—	15.6
Proceeds related to business dispositions	—	—	1.2	—	1.2
Net cash used in investing activities	—	—	(50.2)	—	(50.2)
Cash flows from financing activities:					
Net (repayments of) proceeds from debt	(488.5)	500.0	(1.4)	—	10.1
Debt issuance costs	(4.0)	(5.5)	—	—	(9.5)
Net inter-company proceeds (payments)	49.7	(546.3)	496.6	—	—
Redemption premium	(24.6)	(8.6)	—	—	(33.2)
Dividends paid to ordinary shareholders	(60.9)	—	—	—	(60.9)
Dividends paid	—	—	(862.4)	862.4	—
Proceeds from shares issued under incentive plans	7.2	—	—	—	7.2
Repurchase of ordinary shares	(60.0)	—	—	—	(60.0)
Other financing activities, net	—	(2.8)	(1.8)	—	(4.6)
Net cash (used in) provided by financing activities	(581.1)	(63.2)	(369.0)	862.4	(150.9)
Effect of exchange rate changes on cash and cash equivalents	—	—	7.7	—	7.7
Net increase in cash and cash equivalents	0.2	0.1	153.5	—	153.8
Cash and cash equivalents - beginning of period	0.5	0.2	311.7	—	312.4
Cash and cash equivalents - end of period	\$ 0.7	\$ 0.3	\$ 465.2	\$ —	\$ 466.2

ALLEGION PLC
VALUATION AND QUALIFYING ACCOUNTS
FOR THE YEARS ENDED DECEMBER 31, 2019, 2018 AND 2017
(Amounts in millions)

Allowances for Doubtful Accounts:

Balance December 31, 2016	\$	2.7
Additions charged to costs and expenses		0.8
Deductions*		(0.9)
Currency translation		0.2
Balance December 31, 2017		<u>2.8</u>
Additions charged to costs and expenses		1.6
Deductions*		(1.0)
Currency translation		(0.1)
Balance December 31, 2018		<u>3.3</u>
Additions charged to costs and expenses		2.4
Currency translation		(0.1)
Balance December 31, 2019	\$	<u><u>5.6</u></u>

* "Deductions" include accounts and advances written off, less recoveries.

**DESCRIPTION OF THE REGISTRANT'S SECURITIES
REGISTERED PURSUANT TO SECTION 12 OF THE
SECURITIES EXCHANGE ACT OF 1934**

As of the date of the Annual Report on Form 10-K of which this exhibit is a part, Allegion plc has two classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"): (1) our ordinary shares, \$0.01 par value per share, and (2) our 3.500% Senior Notes due 2029.

Description of Ordinary Shares

The following description of our ordinary shares is a summary and does not purport to be complete. It is subject to, and qualified in its entirety by reference to, our Amended and Restated Memorandum of Association (the "charter") and our Amended and Restated Articles of Association (the "bylaws"), each of which are incorporated by reference as an exhibit to the Annual Report on Form 10-K of which this exhibit is a part, and each of which may be amended from time to time. We encourage you to read our charter, our bylaws and the applicable provisions of the Irish Companies Act of 2014 ("Companies Act") for additional information.

The authorized share capital of Allegion plc is €40,000 and \$4,010,000, divided into 40,000 ordinary shares with a nominal value of €1.00 per share, 400,000,000 ordinary shares with a nominal value of \$0.01 per share and 10,000,000 preferred shares with a nominal value of \$0.001 per share.

The rights and restrictions to which the ordinary shares are subject are prescribed in Allegion plc's bylaws. The bylaws also entitle the board of directors, without shareholder approval, to determine the terms of the preferred shares issued by Allegion plc. Preferred shares may be preferred as to dividends, rights on a winding up or voting in such manner as the directors may resolve. The preferred shares may also be redeemable at the option of the holder of the preferred shares or at Allegion plc's option, and may be convertible into or exchangeable for shares of any other class or classes of Allegion plc, depending on the terms of such preferred shares. As of the date of this document, no preferred shares are in issue, so the description below relates only to the ordinary shares of the Company.

Allegion plc may issue shares subject to the maximum prescribed by its authorized share capital contained in its charter and subject to the maximum authorized by shareholders from time to time. Where shares in Allegion plc are to be issued for cash, certain statutory pre-emption rights apply automatically in favor of Allegion plc's shareholders. Allegion may propose the renewal of the shareholder allotment authorization and the dis-application of these statutory pre-emption rights at its annual general meetings, which is customary practice for listed Irish companies.

The ordinary shares have no sinking fund provisions. All of our issued ordinary shares are duly and validly issued and fully paid.

Dividends

Holders of ordinary shares at the record time will rank *pari passu* for dividends paid on the ordinary shares. Under Irish law, dividends and distributions may only be made from distributable reserves. Distributable reserves, broadly, means the accumulated realized profits of Allegion plc less accumulated realized losses. In addition, no distribution or dividend may be made unless Allegion plc's net assets are equal to, or in excess of, the aggregate of its share capital which has been paid up or which is payable in the future plus undistributable reserves and the distribution does not reduce Allegion plc's net assets below such aggregate.

Share Repurchases and Redemptions

Allegion plc's bylaws provide that any ordinary share that Allegion plc has acquired or agreed to acquire shall be deemed to be a redeemable share, and for Irish company law purposes the repurchase of ordinary shares by Allegion plc will technically be effected as a redemption of those shares. Under Irish law, a company can issue redeemable shares and redeem them out of distributable reserves or the proceeds of a new issue of shares for that purpose.

Voting at General Meetings of Shareholders

Where a vote is to be taken at a general meeting, every shareholder has one vote for each ordinary share that he or she holds as of the record date for the meeting. Voting rights may be exercised by shareholders registered in Allegion plc's share register as of the record date for the meeting or by a duly appointed proxy of such a registered shareholder, which proxy need not be a shareholder. All proxies must be appointed in the manner prescribed by Allegion plc's bylaws and the Companies Act.

Disclosure of Interests in Shares

Under Irish law, subject to certain limited exceptions, a shareholder must notify Allegion plc (but not the public at large) if as a result of a transaction, the shareholder will be interested in 3% or more of any class of Allegion plc shares carrying voting rights; or if as a result of a transaction, a shareholder who was interested in more than 3% of any class of Allegion plc shares carrying voting rights ceases to be so interested. Where a shareholder is interested in more than 3% of any class of Allegion plc shares carrying voting rights, any alteration of his or her interest that brings his or her total holding through the nearest whole percentage number, whether an increase or a reduction, must also notify Allegion plc (but not the public at large). The relevant percentage figure is calculated by reference to the aggregate nominal value of the class of shares in which the shareholder is interested as a proportion of the entire nominal value of the issued shares of that class. Where the percentage level of the shareholder's interest does not amount to a whole percentage, this figure may be rounded down to the next whole number. All such disclosures must be notified to Allegion plc within five business days of the transaction or alteration of the shareholder's interests that gave rise to the requirement to notify. Where a person fails to comply with the notification requirements described above, no right or interest of any kind whatsoever in respect of any of Allegion plc shares concerned, held by such person, will be enforceable by such person, whether directly or indirectly, by action or legal proceeding. However, such person may apply to the court to have the rights attaching to the shares concerned reinstated.

In addition to the above disclosure requirement, Allegion plc, under Irish law, may by notice in writing require a person whom it knows or has reasonable cause to believe to be or, at any time during the three years immediately preceding the date on which such notice is issued, to have been interested in shares comprised in Allegion plc relevant share capital: (a) to indicate whether or not it is the case, and (b) where such person holds or has during that time held an interest in any class of Allegion plc shares carrying voting rights, to give such further information as may be required by Allegion plc, including particulars of such person's own past or present interests in such class of Allegion plc shares. Any information given in response to the notice is required to be given in writing within such reasonable time as may be specified in the notice.

Where such a notice is served by Allegion plc on a person who is or was interested in any class of Allegion plc shares carrying voting rights and that person fails to give Allegion plc any information required within the reasonable time specified, Allegion plc may apply to the court for an order directing that the affected shares be subject to certain restrictions.

Directors

Allegion plc's bylaws contain advance notice requirements for shareholders to make director nominations at annual general meetings. The Companies Act provides that, notwithstanding anything contained in the articles of association of a company or in any agreement between that company and a director, the shareholders may by an ordinary resolution remove a director from office before the expiration of his or her term. The power of removal is without prejudice to any claim for damages for breach of contract (e.g., employment contract), which the director may have against Allegion plc in respect of his or her removal.

Rights upon Liquidation

The rights of the shareholders to a return of Allegion plc's assets on dissolution or winding up, following the settlement of all claims of creditors, may be prescribed in Allegion plc's bylaws or the terms of any preferred shares issued by the directors from time to time. Ordinary shareholders are entitled to participate pro rata in a winding up, subject to the rights of any preferred shareholders to participate under the terms of any series or class of preferred shares.

Certificates and transfers

Holders of ordinary shares of Allegion plc will not have the right to require Allegion plc to issue certificates for their shares. Allegion plc will only issue uncertificated ordinary shares. The transfer agent and registrar for the common stock is Computershare.

Allegion plc's official share register will be maintained by its transfer agent or the transfer agent's affiliates. Registration in this share register will be determinative of membership in Allegion plc. A shareholder of Allegion plc who holds shares beneficially will not be the holder of record of such shares. Instead, the depository (e.g., Cede & Co., as nominee for DTC) or other nominee will be the holder of record of such shares. Accordingly, a transfer of shares from a person who holds such shares beneficially to a person who also holds such shares beneficially through the same depository or other nominee will not be registered in Allegion plc's official share register, as the depository or other nominee will remain the record holder of such shares.

A written instrument of transfer is required under Irish law in order to register on Allegion plc's official share register any transfer of shares (i) from a person who holds such shares directly to any other person, (ii) from a person who holds such shares beneficially to a person who holds such shares directly, or (iii) from a person who holds such shares beneficially to another person who holds such shares beneficially where the transfer involves a change in the depository or other nominee that is the record owner of the transferred shares. An instrument of transfer is also required for a shareholder who directly holds shares to transfer those shares into his or her own broker account (or vice versa). Such instruments of transfer may give rise to Irish stamp duty, which must be paid prior to registration of the transfer on Allegion plc's official Irish share register.

Allegion plc currently intends to pay (or cause one of its affiliates to pay) stamp duty, if any, in connection with share transfers made in the ordinary course of trading by a seller who holds shares directly to a buyer who will hold the acquired shares beneficially or directly or by a seller who holds shares beneficially to a buyer who will hold the acquired shares directly. In other cases, Allegion plc may, in its absolute discretion, pay (or cause one of its affiliates to pay) any stamp duty. Allegion plc's bylaws provide that, in the event of any such payment, it (i) may seek reimbursement from the transferor or transferee (at Allegion plc's discretion), (ii) may set-off the amount of the stamp duty against future dividends payable to the transferor or transferee (at Allegion plc's discretion), and (iii) will have a lien against shares of Allegion plc on which it has paid stamp duty. Parties to a share transfer may assume that any stamp duty arising in respect of a transaction in Allegion plc shares has been paid unless one or both of such parties is otherwise notified by Allegion plc.

Allegion plc's bylaws delegate to the secretary, an assistant secretary and any other persons nominated by the secretary or assistant secretary the authority to execute an instrument of transfer on behalf of a transferring party. In order to help ensure that the official share register is regularly updated to reflect trading of Allegion plc shares occurring through normal electronic systems, Allegion plc intends to regularly produce any required instruments of transfer in connection with any transactions for which it pays stamp duty (subject to the reimbursement and set-off rights described above). In the event that Allegion plc notifies one or both of the parties to a share transfer that it believes stamp duty is required to be paid in connection with such transfer and that it will not pay such stamp duty, such parties may either themselves arrange for the execution of the required instrument of transfer (and may request a form of instrument of transfer from Allegion plc for this purpose) or request that Allegion plc execute an instrument of transfer on behalf of the transferring party in a form determined by Allegion plc. In either event, if the parties to the share transfer have the instrument of transfer duly stamped (to the extent required) and then provide it to Allegion plc's transfer agent, the transferee will be registered as the legal owner of the relevant shares on Allegion plc's official Irish share register.

Anti-Takeover Effects of the Charter and Bylaws. The provisions of Allegion plc's charter and bylaws described below may have the effect of delaying, deferring or preventing a change in control of Allegion plc:

- Allegion plc’s bylaws provide that the affirmative vote of a majority of the votes cast by members at a general meeting in person or by proxy is required to approve a sale, lease or exchange of all or substantially all of its property or assets.
- Allegion plc’s bylaws provide that the affirmative vote of the holders of two-thirds of the shares then in issue of all classes of shares entitled to vote, considered for purposes of this provision as one class, is required for Allegion plc to engage in any “business combination” with any interested shareholder (generally, a 10% or greater shareholder), subject to limited exceptions.
- Subject to the Irish Takeover Rules, the board of directors has power to cause Allegion plc to issue any of our authorized and unissued shares on such terms and conditions as the board of directors may determine and any such action must be taken in Allegion plc’s best interests. It is possible, however, that the terms and conditions of any issue of preferred shares could discourage a takeover or other transaction that holders of some or a majority of the ordinary shares believe to be in their best interests or in which holders might receive a premium for their shares over the then market price of the shares.

Description of 3.500% Senior Notes due 2029

In this description, (i) the term “Issuer” refers only to Allegion plc and not to any of its subsidiaries or affiliates, (ii) the “Guarantor” refers to Allegion US Holdings Company Inc., a wholly owned subsidiary of the Issuer and the guarantor of the notes, and not to any of its subsidiaries or affiliates and (iii) the terms “we,” “our” and “us” each refer to Allegion plc and its consolidated subsidiaries.

The following description is only a summary of the material provisions of the Indenture and the notes and does not purport to be complete and is qualified in its entirety by reference to the provisions of the Indenture (as defined below), including the definitions therein of certain terms used below. We urge you to read the Indenture because it, not the following description, defines the rights of the holders of the notes.

General

The Issuer issued \$400.0 million aggregate principal amount of 3.500% Senior Notes due 2029 (the “notes”) under an indenture, dated as of October 2, 2017, as supplemented by the Third Supplemental Indenture, dated September 27, 2019 (the “Issue Date”), (as amended and supplemented from time to time, the “Indenture”), among the Issuer, the Guarantor and Wells Fargo Bank, National Association, as trustee. The terms of the notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. Copies of the form of the Indenture may be obtained from the Issuer upon request. The “Issue Date” refers to September 27, 2019, the date of issuance of the notes.

The notes are the Issuer’s general unsecured obligations and rank equally with all of its other unsecured and unsubordinated indebtedness and senior in right of payment to any future subordinated indebtedness of the Issuer that expressly provides for subordination to the notes. The notes are guaranteed on a senior unsecured basis by the Guarantor and rank equally with all of the Guarantor’s existing and future senior unsecured obligations and effectively junior to the Guarantor’s existing and future secured obligations to the extent of the value of the assets securing such obligations. The notes are structurally subordinated to indebtedness and other liabilities of the subsidiaries of the Issuer (other than the Guarantor), none of which guarantee the notes (other than the Guarantor). The notes are effectively subordinated in right of payment to any future secured indebtedness of the Issuer to the extent of the value of the assets securing such indebtedness.

The Issuer may redeem the notes in whole or in part at any time at the applicable redemption prices described under “Optional Redemption” below. The Issuer may issue additional notes from time to time. The notes and any additional new notes subsequently issued under the Indenture would be treated as a single series for all purposes under the Indenture, including, without limitation, waivers, amendments and redemptions. If the additional notes, if any, are not fungible with the notes for U.S. federal income tax purposes, the additional notes will have a separate CUSIP number. The notes do not have the benefit of

a sinking fund. If a Change of Control Repurchase Event (as defined below) occurs, except to the extent the Issuer has exercised its right to redeem the notes, the Issuer will be required to offer to repurchase the notes, as described under “Change of Control Repurchase Event” below.

The Indenture does not limit the aggregate amount of debt securities which may be issued. Other than the provisions relating to a Change of Control Repurchase Event and the limitation on creating or incurring certain liens as described in “Limitations on Liens” below and the limitation on entering into certain sale-leaseback transactions as described in “Limitations on Sale-Leaseback Transactions” below, the Indenture does not contain any debt covenants or provisions which would afford the holders of the notes protection in the event of a highly leveraged transaction.

The trustee is not liable for special, indirect, exemplary, incidental, punitive or consequential or other similar loss or damage of any kind under the Indenture. The Issuer, the Guarantor, and the trustee, and each holder of a note by its acceptance thereof, irrevocably waived, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to the Indenture, the notes or any transaction contemplated thereby.

The notes are in fully registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 in excess of \$2,000. The notes are represented by a global note registered in the name of DTC or its nominee. The transferor of any note shall provide or cause to be provided to the trustee all information necessary to allow the trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The trustee may rely on information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Guarantee

The notes and the other payment obligations of the Issuer under the Indenture are fully and unconditionally guaranteed on a senior unsecured basis (the “Guarantee”) by the Guarantor, a wholly owned subsidiary of the Issuer.

The Guarantee ranks equally with all of the Guarantor’s other existing and future unsecured and unsubordinated indebtedness and senior in right of payment to any future subordinated indebtedness of the Guarantor that expressly provides for subordination to the Guarantee. The Guarantee is effectively subordinated to any secured indebtedness of the Guarantor to the extent of the value of the assets securing such indebtedness. The notes are structurally subordinated to indebtedness and other liabilities of the subsidiaries of the Guarantor, none of which guarantee the notes.

The obligations of the Guarantor under its Guarantee are limited as necessary to prevent such Guarantee from constituting a fraudulent conveyance under applicable law and, therefore, are limited to the amount that the Guarantor could guarantee without such Guarantee constituting a fraudulent conveyance; this limitation, however, may not be effective to prevent such Guarantee from constituting a fraudulent conveyance. If the Guarantee was rendered voidable, it could be subordinated by a court to all other indebtedness (including guarantees and other contingent liabilities) of the Guarantor, and, depending on the amount of such indebtedness, the Guarantor’s liability on its Guarantee could be reduced to zero. In such an event, the notes would be structurally subordinated to the indebtedness and other liabilities of the Guarantor.

Interest and Maturity

The notes bear interest at the rate of 3.500% per year. Interest on the notes is computed on the basis of a 360-day year of twelve 30-day months. Interest on the notes is payable semi-annually in arrears on April 1 and October 1, commencing April 1, 2020, and ending on the maturity date of the notes, to the persons in whose names the notes are registered on the preceding March 15 and September 15 (whether or not that date is a business day). If the maturity date of the notes falls on a day that is not a business day, the related payment of principal and interest will be made on the next business day as if it were made on the date such payment was due, and no interest will accrue on the amounts so payable for the period from and after such date to the next business day. If any payment date would otherwise be a day that is not a business day, the related payment will be made on the next business day as if it were made on the date such payment was due, and no interest will accrue on the amounts so payable for the period from and after such date to the next business day. Interest on the notes will accrue from the most recent interest payment date or, if no interest has been paid, from the Issue Date.

The notes will mature on October 1, 2029.

Mandatory Redemption; Offers to Purchase; Open Market Purchases

The Issuer is not required to make any mandatory redemption or sinking fund payments with respect to the notes. However, under certain circumstances, the Issuer may be required to offer to purchase the notes as described under the caption “-Change of Control Repurchase Event.” We may at any time and from time to time purchase notes in the open market, negotiated transactions or otherwise.

Optional Redemption

At the Issuer’s option, the Issuer may redeem the notes, in whole or in part, at any time prior to the Par Call Date, on at least 10 days’, but no more than 60 days’, prior written notice mailed (or otherwise delivered in accordance with the applicable procedures of DTC) to the registered holders of the notes to be redeemed. Upon redemption of the notes, the Issuer will pay a redemption price as calculated by a Reference Treasury Dealer selected by the Issuer equal to the greater of:

- (1) 100% of the principal amount of the notes to be redeemed; and
- (2) the sum of the present values of the remaining scheduled payments of principal and interest on the notes to be redeemed that would be due if the notes matured on the Par Call Date (not including any portion of such payments of interest accrued as of the redemption date), discounted to the redemption date on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Adjusted Treasury Rate described below plus 30 basis points (any excess of this clause (2) over clause (1) above being referred to as the “Make-Whole Premium”);

in each case, plus accrued and unpaid interest to the date of redemption on the principal amount of the notes being redeemed. The trustee is not responsible for such calculation.

At any time on or after the applicable Par Call Date, the Issuer may redeem the notes, in whole or in part, on at least 10 days’, but no more than 60 days’, prior written notice mailed (or otherwise delivered in accordance with the applicable procedures of DTC) to the registered holders of the notes to be redeemed, at a redemption price equal to 100% of the principal amount of the notes to be redeemed plus accrued and unpaid interest to the date of redemption on the principal amount of the notes being redeemed.

“Adjusted Treasury Rate” means, with respect to any date of redemption, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that date of redemption.

“Comparable Treasury Issue” means, with respect to the notes to be redeemed prior to the Par Call Date, the United States Treasury security selected by a Reference Treasury Dealer selected by the Issuer as having a maturity comparable to the remaining term of such notes (assuming, for this purpose, that the notes mature on the Par Call Date) that would be used, at the time of selection and under customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such notes (assuming, for this purpose, that the notes mature on the Par Call Date).

“Comparable Treasury Price” means, with respect to any date of redemption, the average of the Reference Treasury Dealer Quotations for the date of redemption, after excluding the highest and lowest Reference Treasury Dealer Quotations, or if the Issuer is provided fewer than three Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations.

“Par Call Date” means July 1, 2029 (the date that is three months prior to the maturity date of the notes).

“Reference Treasury Dealer” means each of (i) BofA Securities, Inc., Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC, and their respective successors; and (ii) any other primary U.S. Government securities dealer in New York City (a “Primary Treasury Dealer”) selected by the Issuer. If any of the foregoing ceases to be a Primary Treasury Dealer, the Issuer must substitute another Primary Treasury Dealer.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any date of redemption, the average of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Issuer by the Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day before the date of redemption.

Unless the Issuer defaults in payment of the redemption price, on and after the date of redemption, interest will cease to accrue on the notes or portions of the notes called for redemption.

Change of Control Repurchase Event

If a Change of Control Repurchase Event occurs with respect to the notes, except to the extent the Issuer has exercised its right to redeem the notes as described above, the Issuer will make an offer to each holder of the notes to repurchase all or any part (in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof) of that holder's notes at a repurchase price (the "repurchase price") in cash equal to 101% of the aggregate principal amount of such notes repurchased plus any accrued and unpaid interest on such notes repurchased to, but not including, the repurchase date. Within 30 days following a Change of Control Repurchase Event or, at the Issuer's option, prior to a Change of Control, but after the public announcement of such Change of Control, the Issuer will mail, or cause to be mailed, or otherwise deliver in accordance with the applicable procedures of DTC, a notice to each holder of the notes, with a copy to the trustee, describing the transaction or transactions that constitute or may constitute the Change of Control Repurchase Event and offering to repurchase the notes on the payment date specified in the notice (such offer the "repurchase offer" and such date the "repurchase date"), which repurchase date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed or delivered, pursuant to the procedures described in such notice. The notice shall, if mailed or delivered prior to the date of consummation of the Change of Control, state that the repurchase offer is conditioned on a Change of Control Repurchase Event occurring on or prior to the repurchase date.

The Issuer will comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any other securities laws and regulations to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Repurchase Event provisions of the notes, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Repurchase Event provisions of the notes by virtue of such conflict.

On the repurchase date following a Change of Control Repurchase Event, the Issuer will, to the extent lawful:

- (1) accept for payment all notes or portions of notes properly tendered pursuant to the repurchase offer;
- (2) deposit with the trustee or with such paying agent as the trustee may designate an amount equal to the aggregate repurchase price for all notes or portions of notes properly tendered; and
- (3) deliver, or cause to be delivered, to the trustee the notes properly accepted for payment by the Issuer, together with an officer's certificate stating the aggregate principal amount of notes being repurchased by the Issuer pursuant to the repurchase offer.

The trustee will promptly mail, or cause the paying agent to promptly mail, or otherwise deliver in accordance with the applicable procedures of DTC, to each holder of notes, or portions of notes, properly tendered and accepted for payment by the Issuer the repurchase price for such notes, or portions of notes.

The Issuer will not be required to make a repurchase offer upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by the Issuer and such third party purchases all notes or portions of notes properly tendered and not withdrawn under its offer.

If holders of not less than 90% in aggregate principal amount of the outstanding notes validly tender and do not withdraw such notes in connection with a Change of Control Repurchase Event and the Issuer, or any third party making a repurchase offer in lieu of the Issuer as described above, purchases all of the notes validly tendered and not withdrawn by such holders, the Issuer or such third party will have the right, upon not less than 10 days' nor more than 60 days' prior notice, provided, that such notice is given not more than 30 days following such repurchase date pursuant to the repurchase offer described above, to redeem all notes that remain outstanding following such repurchase date on a date and at a price in cash equal to the repurchase price described above.

For purposes of the foregoing discussion of a repurchase at the option of holders, the following definitions are applicable:

"Below Investment Grade Ratings Event" means, with respect to the notes, on any day within the 60-day period (which period shall be extended so long as the rating of the notes is under publicly announced consideration for a possible downgrade by any Rating Agency) after the earlier of (1) the occurrence of a Change of Control, or (2) public announcement of the occurrence of a Change of Control or the Issuer's intention to effect a Change of Control, the notes are rated below Investment Grade by at

least two of the three Rating Agencies. Notwithstanding the foregoing, a Below Investment Grade Ratings Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Ratings Event for purposes of the definition of Change of Control Repurchase Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not publicly announce or publicly confirm or inform us in writing that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Ratings Event).

“Change of Control” means the occurrence of any of the following: (a) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act), other than (1) the Issuer or any of its subsidiaries, (2) any employee benefit plan (or a trust forming a part thereof) maintained by the Issuer or any of its subsidiaries, or (3) any underwriter temporarily holding Voting Stock of the Issuer pursuant to an offering of such Voting Stock, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the combined voting power of the Issuer’s Voting Stock or other Voting Stock into which the Issuer’s Voting Stock is reclassified, consolidated, exchanged or changed measured by voting power rather than number of shares; (b) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Issuer and its subsidiaries taken as a whole to any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act) other than to the Issuer or one of its subsidiaries; or (c) the Issuer consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into, the Issuer, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Issuer or such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Voting Stock of the Issuer outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving person immediately after giving effect to such transaction.

“Change of Control Repurchase Event” means the occurrence of both a Change of Control and a Below Investment Grade Ratings Event with respect to the notes.

“Fitch” means Fitch Ratings Inc., and its successors.

“Investment Grade” means, with respect to Fitch, a rating of BBB- or better (or its equivalent under any successor rating categories of Fitch), with respect to Moody’s, a rating of Baa3 or better (or its equivalent under any successor rating categories of Moody’s), and with respect to S&P, a rating of BBB- or better (or its equivalent under any successor rating categories of S&P), or if the applicable securities are not then rated by Fitch, Moody’s or S&P an equivalent investment grade credit rating by any additional Rating Agency or Rating Agencies selected by the Issuer.

“Moody’s” means Moody’s Investors Service, Inc., a subsidiary of Moody’s Corporation, and its successors.

“Rating Agency” means (1) each of Fitch, Moody’s and S&P, and (2) if any of Fitch, Moody’s or S&P ceases to rate the notes or fails to make a rating of the notes publicly available for reasons outside of the Issuer’s control, a different nationally recognized statistical rating organization selected by the Issuer as a replacement agency for Fitch, Moody’s or S&P, or each of them, as applicable.

“S&P” means Standard & Poor’s Ratings Services, a division of S&P Global Inc., and its successors.

“Voting Stock” of any specified “person” (as that term is used in Section 13(d)(3) of the Exchange Act) as of any date means the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

The Change of Control Repurchase Event provisions of the notes may in certain circumstances make more difficult or discourage a sale or takeover of the Issuer and, thus, the removal of incumbent management. The Issuer or the Guarantor could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control Repurchase Event under the notes, but that could increase the amount of indebtedness outstanding at such time or otherwise affect the Issuer’s or the Guarantor’s capital structure or credit ratings on the notes.

If the Issuer experiences a Change of Control Repurchase Event, the Issuer may not have sufficient financial resources available to satisfy its obligations to repurchase all notes or portions of notes properly tendered. Furthermore, debt agreements to which the Issuer may become a party in the future may contain restrictions and provisions limiting its ability to repurchase

the notes. The Issuer's failure to repurchase the notes as required under the Indenture would result in a default under the Indenture, which could have material adverse consequences for the Issuer and the holders of the notes.

Selection and Notice

With respect to any partial redemption or repurchase of the notes made pursuant to the Indenture, if less than all of the notes are to be redeemed or repurchased at any given time, selection of such notes for redemption or repurchase will be made by the trustee (a) if such notes are listed on any securities exchange, in compliance with the requirements of the principal securities exchange on which such notes are listed, (b) on a pro rata basis to the extent practicable or such other method that the trustee deems fair and appropriate or (c) by lot or such other similar method in accordance with the procedures of The Depository Trust Company; provided, that no notes of \$2,000 or less shall be redeemed or repurchased in part.

If any note is to be purchased or redeemed in part only, any notice of purchase or redemption that relates to such note shall state the portion of the principal amount thereof that has been or is to be purchased or redeemed. If any notes are to be purchased or redeemed in part only, the Issuer will issue a new note (or cause to be transferred by book entry) in principal amount equal to the unredeemed or unpurchased portion of the original note in the name of the holder thereof upon cancellation of the original note; provided that each new note will be in a principal amount equal to \$2,000 or any integral multiple of \$1,000 in excess thereof.

Notes called for redemption or repurchase become due on the date fixed for redemption or repurchase. On and after the redemption or repurchase date, unless the Issuer defaults in payment of the redemption or repurchase price, interest shall cease to accrue on notes or portions thereof called for redemption or repurchase. Notices of redemption may not be conditioned on the happening of a future event.

Limitation on Liens

Neither we nor any of our subsidiaries may, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to any Indebtedness secured by a Lien (other than a Permitted Lien) upon any Principal Property or upon the Capital Stock of any subsidiary (in each case, whether owned on the Issue Date or thereafter acquired) without equally and ratably securing the notes then outstanding, unless the aggregate principal amount of all outstanding Indebtedness of us and our subsidiaries that is secured by Liens (other than Permitted Liens) on any Principal Property or upon the Capital Stock of any subsidiary (in each case, whether owned on the Issue Date or thereafter acquired) plus the amount of all outstanding Attributable Debt incurred pursuant to the first bullet under the covenant entitled "Limitation on Sale-Leaseback Transactions" would not exceed 15% of Consolidated Net Tangible Assets calculated as of the date of the creation or incurrence of the Lien. This limitation does not apply to Permitted Liens.

Limitation on Sale-Leaseback Transactions

Neither we nor any of our subsidiaries may sell any Principal Property (whether owned on the Issue Date or thereafter acquired) with the intention of taking back a lease of that property for a period of more than three years (including renewals at the option of the lessee) other than leases between us and any of our subsidiaries or leases between our subsidiaries (a "Sale-Leaseback Transaction"), unless:

after giving effect thereto, the aggregate amount of all outstanding Attributable Debt with respect to all such transactions, plus the amount of outstanding indebtedness secured by a Lien (other than a Permitted Lien) upon any Principal Property or upon the Capital Stock of any subsidiary (in each case, whether owned on the Issue Date or thereafter acquired) incurred without equally and ratably securing the notes pursuant to the covenant entitled "Limitation on Liens" would not exceed 15% of Consolidated Net Tangible Assets calculated at the time of the transaction; or

within one year after such sale and leaseback transaction, we or such subsidiary applies an amount equal to the greater of the net proceeds of such sale and leaseback transaction and the fair market value at the time of the transaction of the Principal Property so leased to the retirement of Funded Debt of us or any of our subsidiaries.

For purposes of the foregoing discussion of limitation on liens and limitation on sale-leaseback transactions, the following definitions are applicable:

“Attributable Debt” in respect of a Sale and Leaseback Transaction means, at the time of the determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such Sale and Leaseback Transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with U.S. generally accepted accounting principles (“GAAP”).

“Capital Stock” means:

- (1) in the case of a corporation, corporate stock;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and
- (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person;

but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

“Consolidated Net Tangible Assets” means the aggregate amount of our and our consolidated subsidiaries’ assets (less applicable reserves and other properly deductible items) after deducting therefrom (a) all current liabilities (excluding any current liabilities constituting Funded Debt by reason of being extendible or renewable), (b) all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other like intangibles and (c) minority equity interests in any of our subsidiaries that is not a wholly-owned subsidiary, all as set forth on or included in our balance sheet for its most recent completed fiscal quarter for which internal financial statements are available computed in accordance with GAAP.

“Financing Lease Obligation” means an obligation that is required to be accounted for as a financing or capital lease (and, for the avoidance of doubt, not a straight-line or operating lease) on both the balance sheet and income statement for financial reporting purposes in accordance with GAAP. At the time any determination thereof is to be made, the amount of the liability in respect of a financing or capital lease would be the amount required to be reflected as a liability on such balance sheet (excluding the footnotes thereto) in accordance with GAAP.

“Funded Debt” means all Indebtedness, whether or not evidenced by a bond, debenture, note or similar instrument or agreement, of any Person, for the repayment of borrowed money having a maturity of more than 12 months from the date of its creation or having a maturity of less than 12 months from the date of its creation but by its terms being renewable or extendible beyond 12 months from such date at the option of such Person. For the purpose of determining “Funded Debt” of any Person, there will be excluded any particular Indebtedness if, on or prior to the maturity thereof, there will have been deposited with the proper depository in trust the necessary funds for the payment, redemption or satisfaction of such Indebtedness.

“Hedging Obligations” means, with respect to any Person, the obligations of such Person under any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, commodity swap agreement, commodity cap agreement, commodity collar agreement, foreign exchange contract, currency swap agreement or similar agreement providing for the transfer or mitigation of interest rate, commodity price or currency risks either generally or under specific contingencies.

“Indebtedness” means, with respect to any specified Person, any indebtedness of such Person, whether or not contingent:

- (1) in respect of borrowed money;
 - (2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);
 - (3) in respect of bankers’ acceptances;
 - (4) representing Financing Lease Obligations;
 - (5) representing the balance deferred and unpaid of the purchase price of any property, except any such balance that constitutes an accrued expense or trade payable; or
 - (6) representing any Hedging Obligations,
-

if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term “Indebtedness” includes all indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person.

The amount of any Indebtedness outstanding as of any date will be:

- (1) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount; and
- (2) the principal amount of the Indebtedness, together with any interest on the Indebtedness that is more than 30 days past due, in the case of any other Indebtedness.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

“Permitted Liens” means:

- (1) Liens existing on the Issue Date;
- (2) Liens in favor of us or any of our subsidiaries;
- (3) Liens on property of a Person existing at the time such Person is merged with or into or consolidated with us or any of our subsidiaries; provided that such Liens were not created in contemplation of such merger or consolidation and do not extend to any assets other than those of the Person merged into or consolidated with us or any of our subsidiaries;
- (4) Liens on property existing at the time of the acquisition, construction or improvement of such property by us or any of our subsidiaries after the date the notes were first issued; provided that such Liens were created or assumed contemporaneously with, or within 180 days of, such acquisition, construction or improvement and which are created to secure, or provide for the payment of, all or any part of the cost of such acquisition, construction or improvement;
- (5) Liens to secure the performance of statutory or regulatory obligations, surety or appeal bonds, performance bonds or other obligations of a like nature incurred in the ordinary course of business;
- (6) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; provided that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;
- (7) any extension, renewal or replacement of any Lien referred to above; provided that (a) such extension, renewal or replacement Lien is limited to the same property that secured the original Lien (plus improvements and accessions to such property) and (b) the Indebtedness secured by the new Lien is not greater than the Indebtedness secured by the Lien that is extended, renewed or replaced; and
- (8) zoning restrictions, easements, rights-of-way, restrictions on the use of property, other similar encumbrances incurred in the ordinary course of business and minor irregularities of title, which do not materially interfere with the ordinary conduct of our or any of our subsidiaries’ business taken as a whole.

“Person” means an individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, governmental authority or other entity of whatever nature.

“Principal Property” means any manufacturing plant, warehouse or other similar facility or any parcel of real estate or group of contiguous parcels of real estate owned by us or any of our subsidiaries (whether owned on the Issue Date or thereafter acquired) that has a gross book value on the date as of which the determination is being made, without deduction of any depreciation reserves, exceeding 3% of Consolidated Net Tangible Assets.

Additional Amounts

The Issuer is required to make all payments under or with respect to the notes free and clear of and without withholding or deduction for or on account of any present or future tax, duty, levy, impost, assessment or other governmental charge (including penalties, interest and other liabilities related thereto) (hereinafter “Taxes”) imposed or levied by or on behalf of (i) Ireland or any political subdivision or any authority or agency therein or thereof having power to tax, (ii) any other jurisdiction in which the Issuer is organized or is otherwise resident for tax purposes or any political subdivision or any authority or agency therein or thereof having the power to tax, or (iii) any jurisdiction from or through which payment under or with respect to the notes is made or any political subdivision or any authority or agency therein or thereof having the power to tax (each a “Relevant Taxing Jurisdiction”), unless the withholding or deduction of such Taxes is required by law or by the official interpretation or administration thereof.

If the Issuer is so required to withhold or deduct any amount for or on account of Taxes imposed or levied by or on behalf of a Relevant Taxing Jurisdiction from any payment made under or with respect to the notes, the Issuer will be required to pay such additional amounts (“Additional Amounts”) as may be necessary so that the net amount received by a holder (including Additional Amounts) after such withholding or deduction (including any such withholding or deduction in respect of such Additional Amounts) will not be less than the amount such holder would have received if such Taxes had not been withheld or deducted; provided, however, that the foregoing obligation to pay Additional Amounts does not apply to (1) any Taxes that would not have been so imposed but for the existence of any present or former connection between the holder, applicable recipient of payment or beneficial owner of the note or any payment in respect of such note (each, a “relevant holder”) (or between a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of power over, the relevant holder, if the relevant holder is an estate, nominee, partnership, trust, corporation or other business entity) and the Relevant Taxing Jurisdiction (including being a citizen or resident or national of, or carrying on a business or maintaining a permanent establishment in, or being physically present in, the Relevant Taxing Jurisdiction, but excluding a connection arising solely from the acquisition, ownership or holding of such note or the receipt of any payment in respect of such note or the exercise or enforcement of rights under such note); (2) any estate, inheritance, gift, sales, use, value added, excise, transfer, personal property tax or similar tax, assessment or governmental charge; (3) any Taxes imposed as a result of the failure of the relevant holder of the notes to comply with a timely request in writing of the Issuer (such request being made at a time that would enable such relevant holder acting reasonably to comply with that request) to provide information concerning such relevant holder’s nationality, residence, identity or connection with any Relevant Taxing Jurisdiction, if and to the extent that due and timely compliance with such request under applicable law, regulation or administrative practice would have reduced or eliminated such Taxes with respect to such relevant holder; (4) any Taxes that are payable other than by deduction or withholding from a payment on the notes; (5) any Taxes that would not have been so imposed if the relevant holder had presented the note for payment (where presentation is required) to, or otherwise accepted payment from, another paying agent in a member state of the European Union; or (6) any Taxes withheld or deducted pursuant to Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended, or any comparable or successor version of such Sections, any U.S. Treasury regulations promulgated thereunder, any official interpretations thereof or any agreements or treaties (including any law implementing any such agreement or treaty) entered into in connection with the implementation thereof; nor will the Issuer pay Additional Amounts (a) to the extent the payment could have been made without such deduction or withholding if the note had been presented for payment (where presentation is permitted or required for payment) within 30 days after the date on which such payment or such note became due and payable or the date on which payment thereof is duly provided for, whichever is later, (b) with respect to any payment on a note to any holder who is a fiduciary or partnership (including an entity treated as a partnership for tax purposes) or any person other than the sole beneficial owner of such payment, to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such a partnership or the beneficial owner of such payment would not have been entitled to the Additional Amounts had such beneficiary, settlor, member or beneficial owner been the actual holder of such note, or (c) in respect of any note to the extent such withholding or deduction is imposed as a result of any combination of clauses (1), (2), (3), (4), (5), (6), (a) and (b) of this paragraph.

The Issuer will make any required withholding or deduction and remit the full amount deducted or withheld to the Relevant Taxing Jurisdiction in accordance with applicable law. The Issuer will provide the trustee, for the benefit of the holders, with official receipts evidencing the payment of any Taxes so withheld or deducted. If, notwithstanding the Issuer’s efforts to obtain such receipts, the same are not obtainable, the Issuer will provide the trustee with other evidence. In no event, however, shall the Issuer be required to disclose any information that the Issuer reasonably deems to be confidential.

If the Issuer is or will become obligated to pay Additional Amounts under or with respect to any payment made on the notes, at least 30 days prior to the date of such payment, the Issuer will deliver to the trustee an officer's certificate stating that Additional Amounts will be payable and the amount so payable and such other information necessary to enable the paying agent to pay Additional Amounts to holders on the relevant payment date. Whenever in the Indenture there is mentioned, in any context:

- (x) the payment of principal or interest;
- (y) redemption prices or purchase prices in connection with a redemption or purchase of notes; or
- (z) any other amount payable on or with respect to the notes;

such reference shall be deemed to include payment of Additional Amounts as described under this heading to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof. Neither the trustee nor the paying agent shall have any responsibility or liability for the determination, verification or calculation of any Additional Amounts.

The Issuer will pay any present or future stamp, court or documentary Taxes or any other excise, property or similar Taxes that arise in the United States or in any Relevant Taxing Jurisdiction from the execution, delivery, enforcement or registration of the notes, the Indenture, the Guarantee or any other document or instrument in relation thereto, and will agree to indemnify the relevant holders for any such Taxes paid by such holders. The obligations described under this heading will survive any termination, defeasance or discharge of the Indenture and any transfer of the notes and will apply, mutatis mutandis, to any jurisdiction in which any successor to the Issuer is organized or resident for tax purposes or any political subdivision or taxing authority or agency thereof or therein (each of which shall also be treated as a Relevant Taxing Jurisdiction).

Redemption for Taxation Reasons

The Issuer is entitled to redeem the notes, at its option, at any time in whole but not in part, at 100% of the principal amount thereof, plus accrued and unpaid interest and all Additional Amounts (if any), to the date of redemption (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), in the event the Issuer has become or would become obligated to pay, on the next date on which any amount would be payable with respect to the notes, any Additional Amounts with respect to the notes as a result of:

- (1) a change in or an amendment to the laws (including any regulations, protocols or rulings promulgated and treaties enacted thereunder) of any Relevant Taxing Jurisdiction affecting taxation; or
- (2) any change in or amendment to, or the introduction of, any official position regarding the application, administration or interpretation of such laws, regulations, treaties or rulings (including a holding, judgment or order by a court of competent jurisdiction),

which change or amendment is announced or becomes effective on or after the Issue Date and the Issuer cannot avoid such obligation by taking reasonable measures available to it; provided, that for this purpose reasonable measures shall not include any change in the Issuer's jurisdiction of organization or location of its principal executive office. Notice of such redemption (which notice shall be irrevocable) shall be delivered electronically or mailed by first-class mail, postage prepaid, at least 10 but not more than 60 days before the redemption date to each holder of the notes at such holder's registered address or otherwise in accordance with the procedures of The Depository Trust Company. Notwithstanding the foregoing, no such notice of redemption will be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obliged to make such payment of Additional Amounts and (ii) unless at the time such notice is given, such obligation to pay such Additional Amounts remains in effect.

Before the Issuer mails or delivers notice of redemption of the notes as described above, the Issuer will deliver to the trustee an officer's certificate stating that the Issuer cannot avoid its obligation to pay Additional Amounts by taking reasonable measures available to it and that all conditions precedent to the redemption have been complied with. The Issuer will also deliver an opinion of counsel to the effect that the Issuer would be obligated to pay Additional Amounts as a result of a change in tax laws or regulations or a new application or interpretation of such laws or regulations (as described in (1) or (2) in the first paragraph above) and that all conditions precedent to the redemption have been complied with.

The foregoing will apply, mutatis mutandis, to any jurisdiction in which any successor to the Issuer is incorporated or organized or any political subdivision or taxing authority or agency thereof or therein.

Reports and Other Information

The Indenture provides that, notwithstanding that the Issuer may not be required to be or remain subject to the reporting requirements of Section 13(a) or 15(d) of the Exchange Act, the Issuer will file with the SEC (unless such filing is not permitted under the Exchange Act or by the SEC), so long as any notes are outstanding, the annual reports, information, documents and other reports that the Issuer is required to file with the SEC pursuant to such Section 13(a) or 15(d) or would be so required to file if Issuer were so subject.

Notwithstanding the foregoing, the Issuer will not be obligated to file such reports with the SEC if the SEC does not permit such filing, so long as the Issuer provides such information to the trustee and the holders by the date the Issuer would be required to file such information pursuant to the preceding paragraph. The requirements set forth in this paragraph and the preceding paragraph may be satisfied by delivering such information to the trustee and posting copies of such information on a website (which may be nonpublic and may be maintained by the Issuer or a third party) to which access will be given to holders.

Delivery of such statements, reports, notices and other information and documents to the trustee pursuant to any of the provisions of this covenant is for informational purposes only and the trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder (as to which the trustee is entitled to rely exclusively on officer's certificates). The trustee shall not be obligated to monitor or confirm, on a continuing basis or otherwise, the Issuer's or the Guarantor's compliance with the covenants or with respect to any reports or other documents filed with the SEC or EDGAR or any website under the Indenture, or participate in any conference calls.

Consolidation, Merger and Sale of Assets

The Issuer may consolidate with or merge with or into any other person, and may sell, transfer, lease or convey all or substantially all of its properties and assets to another person, provided that the following conditions are satisfied:

the Issuer is the continuing entity, or the resulting, surviving or transferee person (the "Successor Issuer") is a corporation, partnership, limited liability company, trust or other entity organized and validly existing under the laws of the United States of America, any state thereof or the District of Columbia, any Member State of the European Union, Bermuda, Cayman Islands, British Virgin Islands, Gibraltar, the British Crown Dependencies, any member country of the Organisation for Economic Co-operation and Development, or any political subdivision of any of the foregoing, and the Successor Issuer (if not the Issuer) will expressly assume, by supplemental indenture, all of the Issuer's obligations under the Indenture and the notes issued thereunder;

immediately after giving effect to that transaction, no default or event of default under the Indenture has occurred and is continuing;

the Guarantor, unless it is the other party to the transactions described above, will by supplemental indenture confirm that its Guarantee shall apply to the obligations of the Successor Issuer (if not the Issuer) under the Indenture and the notes; and

the Issuer delivers to the trustee an officer's certificate and an opinion of counsel that the merger, consolidation, transfer, sale, lease or conveyance and any supplemental indenture, as the case may be, complies with the applicable provisions of the Indenture.

The Guarantor may consolidate with or merge with or into any other person, and may sell, transfer, lease or convey all or substantially all of its properties and assets to another person, provided that the following conditions are satisfied:

the Guarantor is the continuing entity, or the resulting, surviving or transferee person (the "Successor Guarantor") is a corporation, partnership, limited liability company, trust or other entity organized and validly existing under the laws of the United States of America, any state thereof or the District of Columbia and the Successor Guarantor (if not the Guarantor) will expressly assume, by supplemental indenture, all of the Guarantor's obligations under the Indenture and the notes issued thereunder;

immediately after giving effect to that transaction, no default or event of default under the Indenture has occurred and is continuing; and

the Issuer delivers to the trustee an officer's certificate and an opinion of counsel that the merger, consolidation, transfer, sale, lease or conveyance and any supplemental indenture, as the case may be, complies with the applicable provisions of the Indenture.

The Successor Issuer or Successor Guarantor, as the case may be, will succeed to, and be substituted for, the Issuer or the Guarantor, respectively, under the Indenture and the notes issued thereunder and the Issuer or the Guarantor, as the case may be, will automatically be released and discharged from its obligations under the Indenture and the notes issued thereunder.

For purposes of this covenant, “person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or governmental authority or other entity of whatever nature.

Events of Default

The following are events of default with respect to the notes:

- (1) default in the payment of any installment of interest on any debt securities of that series, which continues for 30 days after becoming due (subject to the deferral of any interest payment in the case of an extension period);
 - (2) default in the payment of principal or premium, if any, on any debt securities of that series when it becomes due and payable at its stated maturity, upon optional redemption, upon declaration or otherwise;
 - (3) default in the deposit of any sinking fund payment, which continues for 30 days after becoming due by the terms of any debt securities of that series;
 - (4) default in the performance, or breach, of any covenant or agreement of ours in the indenture with respect to the debt securities of that series (other than as referred to in clause (1), (2) or (3) above), which continues for a period of 90 days after written notice to us by the trustee or to us and the trustee by the holders of at least 25% in aggregate principal amount of the outstanding debt securities of that series;
 - (5) we, pursuant to or within the meaning of the Bankruptcy Law:
 - a. commence a voluntary case or proceeding;
 - b. consent to the entry of an order for relief against us in an involuntary case or proceeding;
 - c. consent to the appointment of a Custodian of us or for all or substantially all of our property;
 - d. make a general assignment for the benefit of our creditors;
 - e. file a petition in bankruptcy or answer or consent seeking reorganization or relief;
 - f. consent to the filing of a petition in bankruptcy or the appointment of or taking possession by a Custodian; or
 - g. take any comparable action under any foreign laws relating to insolvency;
 - (6) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:
 - a. is for relief against us in an involuntary case, or adjudicates us insolvent or bankrupt;
 - b. appoints a Custodian of us or for all or substantially all of our property; or
 - c. orders the winding-up or liquidation of us (or any similar relief is granted under any foreign laws); and the order or decree remains unstayed and in effect for 90 days; or
 - (7) the Guarantee of the Guarantor with respect to the notes shall for any reason cease to be in full force (except as contemplated by the terms thereof or by the Indenture) and effect or be declared null and void or any responsible officer of the Guarantor denies that it has any further liability under its Guarantee with respect to the notes or gives notice to such effect, other than by reason of the termination of the Indenture; and
 - (8) default under any mortgage, indenture or instrument under which there is issued or by which there is secured or evidenced any Indebtedness for money borrowed by the Issuer or any of its subsidiaries or the payment of
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which is guaranteed by the Issuer or any of its subsidiaries, other than Indebtedness owed to the Issuer or any of its subsidiaries, whether such Indebtedness or guarantee now exists or is created after the Issue Date, if both

- a. such default either results from the failure to pay any principal of such Indebtedness at its stated final maturity (after giving effect to any applicable grace periods) or relates to an obligation other than the obligation to pay principal of any such Indebtedness at its stated final maturity and results in the holder or holders of such Indebtedness causing such Indebtedness to become due prior to its stated maturity, and
- b. the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at stated final maturity (after giving effect to any applicable grace periods), or the maturity of which has been so accelerated, aggregate \$100.0 million or more at any one time outstanding.

Concerning the Trustee

Wells Fargo Bank, National Association has agreed to serve as the trustee, registrar, paying agent and custodian for DTC under the Indenture and assumes no responsibility for the accuracy or completeness of the information concerning us or our affiliates or any other party contained in this document or the related documents or for any failure by us or any other party to disclose events that may have occurred and may affect the significance or accuracy of such information. Neither the trustee nor any paying agent shall be responsible for determining whether any Change of Control or Change of Control Repurchase event has occurred and whether any repurchase offer with respect to the Notes is required. Neither the trustee nor any paying agent shall be responsible for monitoring our rating status, making any request upon any Rating Agency, determining whether any rating event with respect to the notes has occurred. We have, and may from time to time conduct, other banking transactions, including lending transactions, or maintaining deposit accounts with, the trustee in the ordinary course of business.

**SCHLAGE LOCK COMPANY LLC
SUPPLEMENTAL EMPLOYEE SAVINGS PLAN
Effective as of the Effective Date of the spinoff of Allegion plc from Ingersoll-Rand plc**

INTRODUCTION

Schlage Lock Company LLC (the “Company”) established the Schlage Lock Company LLC Employee Savings Plan (the “Qualified Savings Plan”) effective as of the “Effective Date,” as defined in the Separation and Distribution Agreement by and between Ingersoll-Rand plc and Allegion plc (the “Distribution Agreement”) for employees employed by the Company and certain affiliates and subsidiaries of the Company (the “Employees”), under which benefits do not reflect compensation of Employees in excess of the limitation imposed by Section 401(a)(17) of the Internal Revenue Code of 1986, as amended (the “Code”) or compensation deferred under the Schlage Lock Company LLC Executive Deferred Compensation Plan (the “Deferral Plan”).

The Company now hereby adopts this Supplemental Savings Plan, effective as of the Effective Date, to provide a vehicle under which Employees can be paid benefits that are supplemental to benefits payable under the Qualified Savings Plan with respect to compensation that is not taken into account under the Qualified Savings Plan.

As of the Effective Date, the account balances of certain participants in the Ingersoll-Rand Company Management Incentive Unit Plan, the Ingersoll-Rand Company Supplemental Employee Savings Plan, and the Ingersoll-Rand Company Supplemental Employee Savings Plan II (collectively, the “Predecessor Plans”) were transferred to this Supplemental Savings Plan (“Transferred Balances”). The Transferred Balances were for (i) Employees who commenced employment with Schlage Lock Company LLC, or one of its affiliates or subsidiaries, prior to the Effective Date and remained employed by Schlage Lock Company LLC, or one of its affiliates, as of the Effective Date, and who thereby did not incur a Separation from Service under the Predecessor Plans and (ii) “Former Allegion Group Employees,” as defined in the Employee Matters Agreement by and between Ingersoll-Rand plc and Allegion plc. Solely for purposes of this Supplemental Savings Plan, such Former Allegion Group Employees shall be considered Employees. The time and form of payment of the Transferred Balances are the same under this Supplemental Savings Plan as under the respective Predecessor Plan.

It is intended that this Supplemental Savings Plan be treated as “a plan which is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees” within the meaning of the Employee Retirement Income Security Act of 1974, as amended. To the extent that Section 409A of the Code applies to the Supplemental Savings Plan, the terms of the Supplemental Savings Plan are intended to comply with Section 409A of the Code and any regulations or other administrative guidance issued thereunder, and such terms shall be interpreted and administered in accordance therewith.

Unless otherwise indicated herein, capitalized terms shall have the same meanings that they have under the Qualified Savings Plan. For purposes of this Supplemental Savings Plan, the term “Separation from Service” means a separation from service under the general rules under Section 409A of the Code, including a separation from service of a Former Allegion Group Employee prior to the Effective Date.

SECTION 1 PARTICIPATION

- 1.1 **Participation.** An Employee shall participate under this Supplemental Savings Plan if a Supplemental Company Contribution is creditable to the Employee's Account under Section 2.3 with respect to compensation earned subsequent to the Effective Date or if the Employee had a Transferred Balance under Section 2.2.

SECTION 2 ACCOUNTS/SUPPLEMENTAL BENEFITS

- 2.1 **Employee Accounts.** The Company shall establish on its books an account for each Employee who participates in this Supplemental Savings Plan (each an "Employee Account"). Such Employee Accounts shall consist of separate sub-accounts for the Employee's Transferred Balance from the Ingersoll-Rand Company Management Incentive Unit Plan, if any, Transferred Balance from the Trane, Inc. Supplemental Savings Plan, if any, Supplemental Matching Contributions, and Supplemental Core Contributions, to be credited in accordance with Sections 2.2 through 2.4 hereof.
- 2.2 **Transferred Balances.** An Employee's account balance(s), if any, under the Predecessor Plans shall be credited to the Employee Account of the Employee under this Supplemental Savings Plan as of the Effective Date. The Company shall maintain on its books a separate sub-account for each Employee's Transferred Balance from the Ingersoll-Rand Company Management Incentive Unit Plan and Transferred Balance from the Trane, Inc. Supplemental Savings Plan, if any. The Employee's other Transferred Balances shall be transferred to his Supplemental Matching Contribution sub-account, provided, however, that the portion of his Transferred Balances attributable to Supplemental Core Contributions under the Ingersoll-Rand Company Supplemental Employee Savings Plan II shall be transferred to his Supplemental Core Contribution sub-account. Vesting of any portion of a Transferred Balance attributable to nonvested Supplemental Core Contributions under the Ingersoll-Rand Company Supplemental Employee Savings Plan II shall vest in accordance with Section 3.2.
- 2.3 **Supplemental Company Contributions.** An Employee shall be entitled to receive a Supplemental Company Contribution (credited as provided in Section 2.4) for any period subsequent to the Effective Date in which the Employee's Compensation that would otherwise be taken into account under the Qualified Savings Plan exceeds the limitation provided under Section 401(a)(17) of the Code and/or is not taken into account under the Qualified Savings Plan because it has been deferred under the Deferral Plan. The amount of Supplemental Company Contributions credited to the Employee Account for any such period shall equal the total of:
- (a) the Company Matching Contributions, calculated as if the limitations described above did not apply, less the Company Matching Contributions, if any, made with respect to the Employee under the Qualified Savings Plan for such period ("Supplemental Matching Contributions"); and
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- (b) the Company Core Contributions, calculated as if the limitations described above did not apply, less the Company Core Contributions made, if any, with respect to the Employee under the Qualified Savings Plan for such period (“Supplemental Core Contributions”).

Such Supplemental Company Contributions shall be based upon the rate of Company Matching Contributions and Company Core Contributions made with respect to the Employee under the Qualified Savings Plan for the applicable period if the limitations described above did not apply.

2.4 **Crediting and Investment Allocation of Supplemental Company Contributions.**

- (a) For purposes of determining the amount of investment earnings to be credited to his Employee Account, an Employee may elect to allocate Supplemental Company Contributions (or to separately allocate Supplemental Matching Contributions and Supplemental Core Contributions) to or among Common Stock Units or any of the investment options available under the Qualified Savings Plan, other than a self-directed brokerage window, subject to such limitations as may be established by the Administrative Committee. In the event the Employee fails to make an investment selection with respect to his Supplemental Company Contributions credited for any period after the Effective Date, such Supplemental Company Contributions shall be credited to the applicable target-date retirement fund offered under the Qualified Savings Plan. An Employee’s investment allocations with respect to his Transferred Balances and his investment elections under the Ingersoll-Rand Supplemental Savings Plan II shall be mapped to this Supplemental Savings Plan as of the Effective Date in accordance with the mapping strategy for the Qualified Savings Plan and shall remain in effect unless and until the Employee elects otherwise pursuant to Section 2.4(b), provided, however, that
 - (i) investment elections of common stock units of Ingersoll-Rand plc shall be treated as investment elections of Common Stock Units; and
 - (ii) any Transferred Balances allocated to common stock units of Ingersoll-Rand plc immediately before the Effective Date will be converted to Common Stock Units of equal value as of the Effective Date by dividing the number of common stock units of Ingersoll-Rand plc held by the Employee by a fraction, the numerator of which is the opening trading price of ordinary shares of Allegion plc on the NYSE on the first trading day following the Effective Date and the denominator of which is the closing trading price of ordinary shares of Ingersoll Rand plc on the NYSE on the last trading day prior to the Effective Date. If the resulting product includes a fractional unit, the number of units shall be rounded up.
 - (b) Subject to the Company’s policies regarding insider trading, an Employee may change his investment allocations with respect to amounts credited to his Employee Account and to future Supplemental Company Contributions on a daily or such other basis as approved by the Administrative Committee. An Employee’s selected investment allocations will remain in effect and may be changed by the Employee after his Separation from Service and before the date of payment under Section 4.1.
 - (a) For purposes of determining the balance of an Employee’s Employee Account, investment allocations to or changes from Common Stock Units or other investment options shall be
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valued in accordance with the recordkeeping procedures established under the Qualified Savings Plan.

- (b) On the date of payment of each cash dividend in respect of the Common Stock, each Employee Account credited with Common Stock Units as of such date shall be credited with additional Common Stock Units in the same manner and at the same time as determined under the recordkeeping procedures established for the Qualified Savings Plan.
- (c) In the event of any stock dividend on the Common Stock or any split-up or combination of shares of the Common Stock, appropriate adjustment shall be made by the Administrative Committee (hereinafter defined) in the aggregate number of Common Stock Units credited to each Employee Account.
- (d) Definitions. For purposes of this Supplemental Savings Plan, the following terms shall have the meanings set forth below:
 - (i) “Common Stock” means the ordinary shares, par value \$1.00 per share, of Allegion plc, an Irish company.
 - (ii) “Common Stock Unit” means the right to receive dividends in respect of the Common Stock and the right to receive the fair market value of one unit of Common Stock as determined under the recordkeeping procedures established for the Company Stock Fund under the Qualified Savings Plan.
 - (iii) “Compensation” means Compensation as defined in the Qualified Savings Plan.
- (e) Notwithstanding any other provision of this Supplemental Savings Plan that may be interpreted to the contrary, an Employee’s investment allocations, including Common Stock Units, are to be used for measurement purposes only, and an Employee’s election of any investment option, the crediting to his or her Employee Account thereto, the calculation of additional amounts and the crediting or debiting of such amounts to an Employee’s Employee Account shall not constitute or be construed in any manner as an actual investment of his or her Employee Account balance in any such investment option. In the event that the Company, in its own discretion, decides to invest funds in any or all of the investment options, no Employee shall have any rights in or to such investments themselves. Without limiting the foregoing, an Employee’s Employee Account shall at all times be a bookkeeping entry only and shall not represent any investment made on the Employee’s behalf by the Company. The Employee shall at all times remain an unsecured creditor of the Company.

SECTION 3 VESTING AND FORFEITURES

- 3.1 **Supplemental Matching Contributions.** An Employee shall at all times be fully vested in that portion of his Employee Account attributable to Supplemental Matching Contributions.
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3.2 Supplemental Core Contributions.

- (a) An Employee shall be vested in that portion of his Employee Account attributable to Supplemental Core Contributions (including any portion of his Supplemental Core Contribution sub-account attributable to Supplemental Core Contributions under the Ingersoll-Rand Company Supplemental Employee Savings Plan II) only at such date as he becomes vested in his Company Core Contributions under the Qualified Savings Plan.
- (b) If an Employee is not vested in the balance of his Employee Account attributable to Supplemental Core Contributions as of the date of his Separation from Service (including any portion of his Supplemental Core Contribution sub-account attributable to Supplemental Core Contributions under the Ingersoll-Rand Company Supplemental Employee Savings Plan II), such balance shall be forfeited as of the Valuation Date of such Separation from Service (the “forfeiture date”).
- (c) In the event an Employee is reemployed prior to the sixth anniversary of the date of his Separation from Service, the nonvested balance of his Employee Account attributable to Supplemental Core Contributions which was forfeited in accordance with the provisions of paragraph (b) above (including any portion of his Supplemental Core Contribution sub-account attributable to Supplemental Core Contributions under the Ingersoll-Rand Company Supplemental Employee Savings Plan II) shall be restored to such Employee’s Employee Account on the Valuation Date coincident with or next following his date of reemployment.

SECTION 4 DISTRIBUTIONS

4.1 Time and Form of Distribution.

- (a) The balance credited to an Employee’s Employee Account (other than any portion attributable a Transferred Balance from the Trane, Inc. Supplemental Savings Plan, if any, or the Ingersoll-Rand Company Management Incentive Unit Plan) shall be payable in the form of a cash lump sum on the later of (a) the first business day of the first calendar year following the date of the Employee’s Separation from Service, or (b) the first business day that is six (6) months after the date of such Employee’s Separation from Service.
 - (b) Notwithstanding Section 4.1(a), the portion of an Employee’s Employee Account attributable to his balance under the Ingersoll-Rand Company Management Incentive Unit Plan shall be payable in the form of a cash lump sum on the first day of the month that is at least sixty (60) days following the date of the Employee’s Separation from Service, provided, however, that if the Employee is a “specified employee” as defined for purposes of Section 409A of the Code, any distribution under this Section 4.1(b) shall not be made until the first day of the month that is at least six (6) months after the date of the Employee’s Separation from Service.
 - (c) Upon the death of the Employee, any remaining balance in the Employee’s Employee Account shall be payable to the Employee’s beneficiary(ies) under the Qualified Savings Plan (or, in the case of a Former Allegion Group Employee, his beneficiary(ies) under the Ingersoll-Rand Company Employee Savings Plan) thirty (30) days after the date of the Employee’s death, or as soon as practicable thereafter, provided, however, that any remaining Transferred Balance from the Ingersoll-Rand Company Management Incentive Unit Plan shall be payable on the
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first day of the month that is at least sixty (60) days following the date of the Employee's death (or, if earlier, the first day of the month that is at least six (6) months following the date of the Employee's Separation from Service).

(d) All payments shall be valued as of the Valuation Date immediately preceding the date of payment.

4.2 **Payment of Benefits.** The benefits payable under this Supplemental Savings Plan shall be paid to an Employee (or beneficiary(ies)) by the Company.

SECTION 5 FUNDING

5.1 **Establishment of Trust.** Except as provided in Section 6.1 hereof, the Company shall have no obligation to fund the Employee Accounts hereunder. The Company may, however, in its sole discretion transfer assets to a trust fund to assist it in meeting its obligations under this Supplemental Savings Plan. The trust agreement shall provide that all amounts contributed to the trust, together with earnings thereon, shall be invested and reinvested as provided therein.

5.2 **Rights of Creditors.** The assets held by the trust shall be subject to the claims of general creditors of the Company in the event of the Company's insolvency. The rights of an Employee to the assets of such trust fund shall not be superior to those of an unsecured creditor of the Company.

5.3 **Disbursement of Funds.** All contributions to the trust fund shall be held and disbursed in accordance with the provisions of the related trust agreement. No portion of the trust fund may be returned to the Company other than in accordance with the terms of the related trust agreement.

5.4 **Company Obligation.** Notwithstanding any provisions of any such trust agreement to the contrary, the Company shall remain obligated to pay benefits under this Supplemental Savings Plan. Nothing in this Supplemental Savings Plan or any such trust agreement shall relieve the Company of its liabilities to pay benefits under this Supplemental Savings Plan except to the extent those liabilities are met by the distribution of trust assets.

SECTION 6 CHANGE IN CONTROL

6.1 **Contributions to Trust.** In the event that the Board of Directors of the Company is informed by the Board of Directors of Allegion plc that a Change in Control of Allegion plc has occurred, Schlage Lock Company LLC shall be obligated to establish a grantor trust and to contribute to the grantor trust an amount equal to the balance credited to each Employee's Employee Account established hereunder, such Employee Accounts to be valued as of the last day of the calendar month immediately preceding the date the Board of Directors of Schlage Lock Company LLC was informed that a Change in Control has occurred. Notwithstanding the foregoing, no contribution to which Code section 409A(b)(3) applies shall be made to the trust with respect to the benefits owed to any Employee.

- 6.2 **Amendments.** This Supplemental Savings Plan may not be amended for two (2) years following a Change in Control.
- 6.3 **Definition of Change in Control.** For purposes hereof, a Change in Control shall have the meaning designated in the Allegion plc Incentive Stock Plan of 2013 or any successor plan thereto.

SECTION 7 MISCELLANEOUS

- 7.1 **Amendment and Termination.** Except as provided in Section 6.2, this Supplemental Savings Plan may, at any time and from time to time, be amended or terminated without the consent of any Employee or beneficiary, (a) by the Board of Directors of Allegion plc or the Compensation Committee (as designated in Section 7.6), or (b) in the case of amendments which do not materially modify the provisions hereof, the Administrative Committee (as described in Section 7.6), provided, however, that no such amendment or termination shall reduce any benefits accrued under the terms of this Supplemental Savings Plan as of the date of termination or amendment.
- 7.2 **No Contract of Employment.** The establishment of this Supplemental Savings Plan or any modification thereof shall not give any Employee or other person the right to remain in the service of the Company or any of its subsidiaries, and all Employees and other persons shall remain subject to discharge to the same extent as if the Supplemental Savings Plan had never been adopted.
- 7.3 **Limitation of Rights.** Nothing in this Supplemental Savings Plan shall be construed to give any Employee any rights whatsoever with respect to shares of Common Stock.
- 7.4 **Withholding.** The Company shall be entitled to withhold from any payment due under this Supplemental Savings Plan any and all taxes of any nature required by any government to be withheld from such payment.
- 7.5 **Loans.** No loans to Employees shall be permitted under this Supplemental Savings Plan.
- 7.6 **Compensation Committee.** This Supplemental Savings Plan shall be administered by the Compensation Committee (or any successor committee) of the Board of Directors of Allegion plc (the "Compensation Committee"). The Compensation Committee has delegated to the Administrative Committee appointed by the Company's Chief Executive Officer (the "Administrative Committee") the authority to administer this Supplemental Savings Plan in accordance with its terms. Subject to review by the Compensation Committee, the Administrative Committee shall make all determinations as to the right of any person to a benefit. Any denial by the Administrative Committee of the claim for benefits under this Supplemental Savings Plan by an Employee or beneficiary shall be stated in writing by the Administrative Committee in accordance with the claims procedures annexed hereto as Appendix I.
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- 7.7 **Entire Agreement; Successors.** This Supplemental Savings Plan, including any subsequently adopted amendments, shall constitute the entire agreement or contract between the Company and any Employee regarding this Supplemental Savings Plan. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Company and any Employee relating to the subject matter hereof, other than those set forth herein. This Supplemental Savings Plan and any amendment hereof shall be binding on the Company and the Employees and their respective heirs, administrators, trustees, successors and assigns, including but not limited to, any successors of the Company by merger, consolidation or otherwise by operation of law, and on all designated beneficiaries of the Employee.
- 7.8 **Severability.** If any provision of this Supplemental Savings Plan shall, to any extent, be invalid or unenforceable, the remainder of this Supplemental Savings Plan shall not be affected thereby, and each provision of this Supplemental Savings Plan shall be valid and enforceable to the fullest extent permitted by law.
- 7.9 **Application of Plan Provisions.** All relevant provisions of the Qualified Savings Plan and, as applicable, of the Ingersoll-Rand Company Employee Savings Plan, to the extent not inconsistent with Section 409A of the Code, shall apply to the extent applicable to the obligations of the Company under this Supplemental Savings Plan. Benefits provided under this Supplemental Savings Plan are independent of, and in addition to, any payments made to Employees under any other plan, program, or agreement between the Company and Employees eligible to participate in this Supplemental Savings Plan, or any other compensation payable to any Employee by the Company or by any subsidiary or affiliate of the Company.
- 7.10 **Governing Law.** Except as preempted by federal law, the laws of the State of Delaware shall govern this Supplemental Savings Plan.
- 7.11 **Participant as General Creditor.** Benefits under this Supplemental Savings Plan shall be payable by the Company out of its general funds. The Company shall have the right to establish a reserve or make any investment for the purposes of satisfying its obligation hereunder for payment of benefits at its discretion, provided, however, that no Employee eligible to participate in this Supplemental Savings Plan shall have any interest in such investment or reserve. To the extent that any person acquires a right to receive benefits under this Supplemental Savings Plan, such rights shall be no greater than the right of any unsecured general creditor of the Company.
- 7.12 **Nonassignability.** To the extent permitted by law, the right of any Employee or any beneficiary in any benefit hereunder shall not be subject to attachment, garnishment, or other legal process for the debts of such Employee or beneficiary; nor shall any such benefit be subject to anticipation, alienation, sale, pledge, transfer, assignment or encumbrance.
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IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its duly authorized representative on _____, 2013.

SCHLAGE LOCK COMPANY LLC

By: _____
Barbara A. Santoro
Secretary

APPENDIX I

Claim Procedures

Employees, their beneficiaries, if applicable, or any individual duly authorized by them, shall have the right under the Plan and the Employee Retirement Income Security Act of 1974, as amended (ERISA), to file a written claim for benefits from the Plan in the event of a dispute over such Employee's entitlement to benefits. All claims must be submitted to the Administrative Committee, or its delegate, in writing and within one year of the date on which the lump sum payment was made or allegedly should have been made. For all other claims, the date on which the action complained of occurred.

Timing of Claim Decision

If a Employee's claim is denied, in whole or in part, the Administrative Committee, or its delegate, will give the Employee (or his or her representative) a written (or electronic) notice of the decision within 90 days after the Employee's claim is received by the Administrative Committee, or its delegate, or within 180 days if special circumstances require an extension of time with respect to a determination of the claim. If the claim for benefits relates to disability benefits, the Employee (or his or her representative) will be given a written (or electronic) notice within 45 days after his or her claim is received by the Administrative Committee, or its delegate, unless special circumstances require an extension of time. The Administrative Committee, or its delegate, may extend the period no more than twice for up to 30 days for each extension to make a determination of a disability benefit claim. The Employee (or his or her representative) will be notified if any extensions are required, the special circumstances requiring an extension, and the date a determination is expected. If any additional information is needed to process an Employee's claim for disability benefit claim, the Employee will be advised of the additional information that is needed and the standards on which the benefit entitlement is based, and he or she will have at least 45 days to provide the needed information. Failure to provide additional requested information may result in the denial of the claim.

Notice of Claim Denial

If the Employee is denied a claim for benefits, the Administrative Committee, or its delegate, will provide such Employee with a written or electronic notice setting forth:

1. The specific reason(s) for the denial;
2. Specific reference(s) to pertinent Plan provisions upon which the denial is based;
3. A description of any additional material or information necessary for you to perfect the claim, and an explanation of why such material or information is necessary;
4. A description of the Plan's claims review procedure and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of ERISA following a the exhaustion of the Plans' administrative process;
5. If a claim based on disability was denied in reliance upon an internal rule, guideline, protocol or other similar criterion, the internal rule, guideline, protocol or other criteria will be described, or the notice will include a statement that a copy of such rule, guideline, protocol or other criteria will be provided free of charge upon request; and,
6. A statement that you have the right to appeal the decision.

Appeal of Claim Denial

The Employee(or his or her representative) may request a review of a denial of a claim to the Administrative Committee, or its delegate, by filing a written application for review within 60 days (or,

for disability claims, 180 days) after his or her receipt of the written notice of the denial of the claim. The filing of an appeal is mandatory if the Employee later determines that he or she wants to initiate a lawsuit under ERISA Section 502(a). The Administrative Committee, or its delegate, will conduct a full and fair review of the claim denial. The review shall:

1. Not afford deference to the initial adverse benefit determination,
2. Provide for the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the appeal, if applicable
3. Be conducted by someone that did not take part in the adverse determination under appeal and is not a subordinate of someone who did.

The Employee shall have the opportunity to submit written comments, documents, records and other information relating to his or her claim without regard to whether such information was submitted or considered in the initial benefit determination. The Administrative Committee will re-examine your claim, along with all comments, documents, records and other information that you submit relating to the claim, regardless of whether or not it was submitted or considered in the initial determination. In deciding an appeal that is based in whole or in part on a medical judgment, the decision maker shall consult with a health care professional who has appropriate experience in the field of medicine and who was not consulted in connection with the initial adverse determination and is not the subordinate of someone who did.

Timing of Decision on Appeal

The Administrative Committee, or its delegate, shall notify the Employee (or his or her representative) of the determination on review within 60 days (or, for disability claims, 45 days) after receipt of the Employee's request for review, unless the Administrative Committee, or its delegate, determines that special circumstances require an extension. The extension may not be longer than 60 days (or, for disability claims, 45 days). The Employee (or his or her representative) shall be notified if any extension is required, the special circumstances requiring an extension and the date when a determination is expected before the end of the initial 60 day (for disability claims, 45 day) period. Subject to the Compensation Committee, the Administrative Committee's, or its delegate's, decision shall be final and binding on all parties.

Notice of Benefit Determination on Review of an Appeal

The Administrative Committee, or its delegate, will provide the Employee (or his or her representative) with a written or electronic notice of the determination on review and, if the claim on review is denied:

1. The specific reason or reasons for the denial;
 2. The specific Plan provision(s) on which the decision is based;
 3. A statement that the Employee is entitled to receive upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to his or her claim for benefits;
 4. If a claim based on disability was denied in reliance upon an internal rule, guideline, protocol or other similar criterion, the internal rule guideline, protocol or other criteria will be described, or the notice will include a statement that a copy of such rule, guideline, protocol or other criteria will be provided free of charge upon request; and
 5. A statement that the Employee shall have a right to bring a civil action under Section 502(a) of ERISA following exhaustion of the Plans' administrative processes.
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Discretionary Authority to Decide Claims and Appeals

The Administrative Committee, or its delegate, shall have full discretionary authority to determine eligibility under the Plan's terms, to interpret and apply the terms and provisions of the Plans, to resolve discrepancies and ambiguities, and to make final decisions on the appeal by an Employee of an initial denied claim. Subject to Compensation Committee, the Administrative Committee's, or its delegate's, decision will be final and binding on all parties.

Right to File a Lawsuit Under ERISA

In the event an Employee's appeal under a Plan is denied by the Administrative Committee, or its delegate, he or she shall have the right to file a lawsuit under ERISA Section 502(a). Any such lawsuit must be filed within 12 months of the appeal having been denied. Any lawsuit filed shall be governed by ERISA, or to the extent not preempted, the laws of the State of Delaware.

**First AMENDMENT
TO THE
SCHLAGE LOCK COMPANY LLC
Supplemental employee savings plan**

WHEREAS, Schlage Lock Company LLC (the “Company”) maintains the Schlage Lock Company LLC Supplemental Employee Savings Plan (the “Plan”); and

WHEREAS, Allegion plc may amend the Plan pursuant to Section 7.1 of the Plan through an action of the Administrative Committee (the “Committee”) for amendments which do not materially modify the provisions of the Plan; and

WHEREAS, the Committee desires to amend the Plan to comply with certain regulations from the United States Department of Labor; and

WHEREAS, such an amendment would not materially modify the provisions of the Plan.

NOW THEREFORE, BE IT RESOLVED, that, Appendix I of the Plan is hereby restated in its entirety, effective January 1, 2019 as follows:

APPENDIX I

Claim Procedures

Employees and their beneficiaries, if applicable, or any individual duly authorized by them, shall have the right under the Plan and the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), to file a written claim for benefits from the Plan in the event of a dispute over such Employee’s entitlement to benefits. All claims must be submitted to the Administrative Committee, or its delegate, in writing and within one year of the date on which the lump-sum payment was made or allegedly should have been made.

Timing of Claim Decision

If an Employee’s claim is denied, in whole or in part, the Administrative Committee, or its delegate, will give the Employee (or his or her representative) a written (or electronic) notice of the decision within 90 days after the Employee’s claim is received by the Administrative Committee, or its delegate, or within 180 days if special circumstances require an extension of time with respect to a determination of the claim. If the claim for benefits relates to disability benefits, the Employee (or his or her representative) will be given a written (or electronic) notice within 45 days after his or her claim is received by the Administrative Committee, or its delegate, unless special circumstances require an extension of time. The Administrative Committee, or its delegate, may extend the period no more than twice for up to 30 days for each extension to make a determination of a disability benefit claim. The Employee (or his or her representative) will be notified if any extensions are required, the special circumstances requiring an extension, and the date a determination is expected. If any additional information is needed to process an Employee’s claim for disability benefits, the Employee will be advised of the additional information that is needed and the standards on which the benefit entitlement is based, and he or she will have at least 45 days to provide the needed information. Failure to provide additional requested information may result in the denial of the claim.

Notice of Claim Denial

If the Employee is denied a claim for benefits, the Administrative Committee, or its delegate, will provide such Employee with a written or electronic notice setting forth, in a manner calculated to be understood by the Employee:

1. The specific reason(s) for the denial;
2. Specific reference(s) to pertinent Plan provisions upon which the denial is based;
3. A description of any additional material or information necessary for the Employee to perfect the claim, and an explanation of why such material or information is necessary;
4. A description of the Plan's claims review procedure and the time limits applicable to such procedures, including a statement of the Employee's right to bring a civil action under Section 502(a) of ERISA following the exhaustion of the Plan's administrative process; and
5. A statement that the Employee has the right to appeal the decision.

In the event of the denial of a disability claim, in addition to the information described above, the Administrative Committee or any designee thereof will provide a denial notice written in a culturally and linguistically appropriate manner (as described in section 2560.503-1(o) of the Department of Labor Regulations), and shall also include:

1. A discussion of the decision, including an explanation of the basis for disagreeing with or not following: (A) the views presented by the Employee to the Plan of health care professionals treating the Employee and vocational professionals who evaluated the Employee, (B) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an Employee's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, and (C) a disability determination regarding the Employee presented by the Employee to the Plan made by the Social Security Administration;
2. Either the specific internal rule, guideline, protocol, standard, or other similar criterion relied upon in making the adverse determination or, alternatively, a statement that such rule, guideline, protocol, standard, or other similar criterion of the Plan does not exist; and
3. A statement that the Employee is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Employee's claim for benefits.

Appeal of Claim Denial

The Employee (or his or her representative) may request a review of a denial of a claim to the Administrative Committee, or its delegate, by filing a written application for review within 60 days (or, for disability claims, 180 days) after his or her receipt of the written notice of the denial of the claim. The filing of an appeal is mandatory if the Employee later determines that he or she wants to initiate a lawsuit under ERISA Section 502(a). The Administrative Committee, or its delegate, will conduct a full and fair review of the claim denial. The review shall:

1. Not afford deference to the initial adverse benefit determination;
2. Provide for the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the appeal, if applicable; and
3. Be conducted by someone who did not take part in the adverse determination under appeal and is not a subordinate of someone who did.

The Employee shall have the opportunity to submit written comments, documents, records and other information relating to his or her claim without regard to whether such information was submitted or considered in the initial benefit determination. The Administrative Committee, or its delegate, will reexamine the claim, along with all comments, documents, records and other information submitted by the Employee relating to the claim, regardless of whether or not it was submitted or considered in the initial determination.

The Employee will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Employee's claim for benefits.

In deciding an appeal that is based in whole or in part on a medical judgment, the decision maker shall consult with a health care professional who has appropriate experience in the field of medicine and who was not consulted in connection with the initial adverse determination and is not the subordinate of someone who did. Before the Administrative Committee, or its delegate, can issue an adverse benefit determination on review of a disability claim, the Administrative Committee, or its delegate, shall provide the Employee, free of charge, with any new or additional evidence or rationale considered, relied upon, or generated by the Administrative Committee (or its delegate), insurer, or other person making the benefit determination (or at the direction of the Administrative Committee (or its delegate), insurer, or such other person) in connection with the claim and any new or additional rationale. Such evidence or rationale shall be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give the Employee a reasonable opportunity to respond prior to that date.

Timing of Decision on Appeal

The Administrative Committee, or its delegate, shall notify the Employee (or his or her representative) of the determination on review within 60 days (or, for disability claims, 45 days) after receipt of the Employee's request for review, unless the Administrative Committee, or its delegate, determines that special circumstances require an extension. The extension may not be longer than 60 days (or, for disability claims, 45 days). The Employee (or his or her representative) shall be notified if any extension is required, the special circumstances requiring an extension, and the date when a determination is expected before the end of the initial 60-day (for disability claims, 45-day) period. Subject to the Compensation Committee, the Administrative Committee's, or its delegate's, decision shall be final and binding on all parties.

Notice of Benefit Determination on Review of an Appeal

The Administrative Committee, or its delegate, will provide the Employee (or his or her representative) with a written or electronic notice of the determination on review and, if the claim on review is denied, such notice will be written in a manner calculated to be understood by the Employee:

1. The specific reason or reasons for the denial;
2. The specific Plan provision(s) on which the decision is based;
3. A statement that the Employee is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to his or her claim for benefits; and
4. A statement that the Employee shall have a right to bring a civil action under Section 502(a) of ERISA following exhaustion of the Plan's administrative processes.

In the event of a denial of a disability benefit on appeal, in addition to the information described above, the Administrative Committee or any designee thereof will provide a denial notice written in a culturally and linguistically appropriate manner (as described in section 2560.503-1(o) of the Department of Labor Regulations), and shall also include:

1. A discussion of the decision, including an explanation of the basis for disagreeing with or not following: (A) the views presented by the Employee to the Plan of health care professionals treating the Employee and vocational professionals who evaluated the Employee, (B) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an
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Employee's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, and (C) a disability determination made by the Social Security Administration regarding the Employee presented by the Employee to the Plan;

2. Either the specific internal rule, guideline, protocol, standard, or other similar criterion relied upon in making the adverse determination or, alternatively, a statement that such rule, guideline, protocol, standard, or other similar criterion of the Plan does not exist; and
3. The statement of the Employee's right to bring a suit under Section 502(a) of ERISA shall also describe any applicable contractual limitations period that applies to the Employee's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim.

Discretionary Authority To Decide Claims and Appeals

The Administrative Committee, or its delegate, shall have full discretionary authority to determine eligibility under the Plan's terms, to interpret and apply the terms and provisions of the Plan, to resolve discrepancies and ambiguities, and to make final decisions on the appeal by an Employee of an initial denied claim. Subject to the Compensation Committee, the Administrative Committee's, or its delegate's, decision will be final and binding on all parties. Claims based on disability shall be adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision. Accordingly, decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual shall not be made based upon the likelihood that the individual will support the denial of disability benefits.

Right To File a Lawsuit Under ERISA

In the event an Employee's appeal under a Plan is denied by the Administrative Committee, or its delegate, he or she shall have the right to file a lawsuit under ERISA Section 502(a). Any such lawsuit must be filed within 12 months of the appeal having been denied. Any lawsuit filed shall be governed by ERISA or, to the extent not preempted, the laws of the State of Delaware.

* * * *

IN WITNESS WHEREOF, the Committee has caused this amendment to be effective as of this ____ day of _____, 2019.

ADMINISTRATIVE COMMITTEE

By: /s/ Patrick Shannon

Title: Senior VP and Chief Financial Officer

SECOND AMENDMENT
TO THE
SCHLAGE LOCK COMPANY LLC
Supplemental employee savings plan

WHEREAS, Schlage Lock Company LLC (the “Company”) maintains the Schlage Lock Company LLC Supplemental Employee Savings Plan (the “Plan”); and

WHEREAS, Allegion plc may amend the Plan pursuant to Section 7.1 of the Plan through an action of the Compensation Committee (the “Committee”); and

WHEREAS, Allegion plc recently conducted a detailed review of the terms of the Plan and the Company’s long-standing practices with respect to Company contributions made to the Plan; and

WHEREAS, the Committee desires to amend the Plan to clarify the Plan language regarding Company contributions in accordance with long-standing and approved practices.

NOW, THEREFORE, BE IT RESOLVED that the Plan is hereby amended, effective January 1, 2019, as follows:

1.

Section 2.3 (“Supplemental Company Contributions”) shall be deleted in its entirety and replaced with the following:

2.3 Supplemental Company Contributions. An Employee shall be entitled to receive a Supplemental Company Contribution (credited as provided in Section 2.4) for any period subsequent to the Effective Date in which the Employee’s Compensation that would otherwise be taken into account under the Qualified Savings Plan exceeds the limitation provided under Section 401(a)(17) of the Code and/or is not taken into account under the Qualified Savings Plan because it has been deferred under the Deferral Plan. The amount of Supplemental Company Contributions credited to the Employee Account for any such period shall equal the total of:

- (a) The Deferral Percentage multiplied by the sum of (1) the Employee’s total Compensation that exceeds the limitation provided under Section 401(a)(17) of the Code, and (2) the amount of any deferrals made by the Employee to the Deferral Plan (“Supplemental Contributions”); and
- (b) If the Employee is eligible to receive Company Core Contributions under the Qualified Savings Plan, then the amount of Company Core Contributions that the Employee would have received under the Qualified Savings Plan but did not due to the limitation provided under Section 401(a)(17) of the Code or due to deferrals made under the Deferral Plan (“Supplemental Core Contributions”).

The “Deferral Percentage” for purposes of Supplemental Contributions described in (a) above shall be the total percentage of Compensation an Employee elects to defer under the Qualified Savings Plan for the applicable period according to the Employee’s Salary Deferral Agreement then in effect. If an Employee elects to defer more than 6% of Compensation under the Qualified Savings Plan, the Deferral Percentage shall be 6%.

All references to “Supplemental Matching Contributions” shall be removed and replaced with “Supplemental Contributions.”

* * * *

IN WITNESS WHEREOF, the Committee has caused this amendment to be effective as of this ___ day of _____, 2019.

COMPENSATION COMMITTEE

By: /s/ Patrick Shannon

Title: Senior VP and Chief Financial Officer

Allegion plc
Incentive Stock Plan of 2013

Global Restricted Stock Unit Award Agreement

Dated as of [Grant Date] (“Grant Date”)

Allegion plc (the “Company”) hereby grants to **[insert name]** (“Participant”) a restricted stock unit award (the “RSUs”) with respect to **[insert number of shares subject to RSUs]** ordinary shares of the Company (the “Shares”), pursuant to and subject to the terms and conditions set forth in the Company’s Incentive Stock Plan of 2013 (the “Plan”) and to the terms and conditions set forth in this Restricted Stock Unit Award Agreement (the “Award Agreement”), including any appendix to the Award Agreement for Participant’s country (the “Appendix”). Unless otherwise defined herein, the terms defined in the Plan shall have the same meanings in this Award Agreement.

1. Vesting Schedule.

Participant’s right to receive Shares subject to the RSUs shall vest in accordance with the table below (each date being a “Vesting Date”), subject to Participant’s continued employment with the Company or an Affiliate on each Vesting Date.

[Vesting Table: quantity, Month DD, YYYY]

2. Dividend Equivalents.

Participant shall be entitled to receive an amount equal to any cash dividend paid by the Company upon one Share for each RSU held by Participant when such dividend is paid (“Dividend Equivalent”), provided that, (i) Participant shall have no right to receive the Dividend Equivalents unless and until the associated RSUs vest, (ii) Dividend Equivalents shall not accrue interest and (iii) Dividend Equivalents shall be paid in cash at the time that the associated RSUs vest.

3. Termination of Employment.

(a) Group Termination

If Participant’s employment terminates involuntarily by reason of a group termination (including, but not limited to, terminations resulting from sale of a business or division, outsourcing of an entire function, reduction in workforce or closing of a facility) (a “Group Termination Event”), the number of Shares subject to the RSUs that would have vested within 12 months of termination of Participant’s active employment shall vest as of the date of termination of active employment (such date also being a “Vesting Date”) and all other RSUs and associated Dividend Equivalents shall be forfeited as of the date of termination of active employment, and Participant shall have no right to or interest in such RSUs, the underlying Shares or any associated Dividend Equivalents.

(b) Termination Due to Disability

If Participant’s employment terminates by reason of disability, the Shares subject to the RSUs that have not yet vested shall vest as of the date of such termination of employment (such date also being a “Vesting Date”).

(c) Termination Due to Retirement

Notwithstanding the provisions of Section 3(a) and (b) above, and unless Participant’s employment terminates for cause as defined in Section 3(e) below, if Participant’s employment terminates after attainment of age 55 with at least 5 years of service (“Retirement”), the Shares subject to the RSUs shall continue to vest according to the schedule set forth in Section 1, notwithstanding such termination of employment.

(d) Termination Due to Death

Notwithstanding the provisions of Section 3(c) above, if Participant's employment terminates due to death, the Shares subject to the RSUs that have not yet vested shall vest as of the date of such termination of employment (such date also being a "Vesting Date").

(e) Termination Due to Any Other Reason

If Participant's employment terminates (i) for any reason or in any circumstances other than those specified in Section 3(a) through (d) above or (ii) for cause in the circumstances specified in Section 3(c) above, all unvested RSUs and associated Dividend Equivalents shall be forfeited as of the date of termination of active employment and Participant shall have no right to or interest in such RSUs, the underlying Shares or any associated Dividend Equivalents. For purposes of this Section 3(e), "cause" shall mean (x) any action by Participant involving willful malfeasance or willful gross misconduct having a demonstrable adverse effect on the Company or an Affiliate; (y) Participant being convicted of a felony under the laws of the United States or any state or district (or the equivalent in any foreign jurisdiction); or (z) any material violation of the Company's code of conduct, as in effect from time to time.

4. Settlement.

(a) General

On or as soon as administratively practicable (and any event within 30 days) following each Vesting Date, the Company shall cause to be issued to Participant Shares with respect to the RSUs that become vested on such Vesting Date. Notwithstanding the foregoing, if Participant is subject to U.S. federal income tax on any part of the payment of the RSUs and the RSUs are considered non-qualified deferred compensation subject to Section 409A of the Code, the RSUs shall be settled within 30 days of the earliest to occur of the following dates or events, subject to any delay required by Section 4(b) below: (i) the Vesting Dates set forth in Section 1 in the case of RSUs that vest pursuant to Section 1 or 3(c), (ii) a "separation from service" within the meaning of Section 409A of the Code in the case of RSUs that vest pursuant to Section 3(a), 3(b) and 3(d) above and Section 9(b)(iv)(D) of the Plan and (iii) a "change in control event" within the meaning of U.S. Treasury Regulation §1.409A-3(i)(5) in the case of RSUs that vest pursuant to Section 9(b) of the Plan. Such Shares shall be fully paid and non-assessable. Participant will not have any of the rights or privileges of a shareholder of the Company in respect of any Shares subject to the RSUs unless and until such Shares have been issued to Participant.

(b) Delayed Payment

Notwithstanding Section 4(a) above, if the RSUs are considered an item of deferred compensation under Section 409A of the Code and the Shares are distributable by reason of a Participant's separation from service during the period that Participant is both subject to U.S. federal income taxation and a "specified employee" (within the meaning of Section 409A(a)(2)(B)(i) of the Code), any Shares that would otherwise be issuable during the 6-month period immediately following Participant's separation from service will be issued on the first day of the 7th month following Participant's separation from service (or, if Participant dies during such period, within 30 days after Participant's death).

5. Change in Control.

In the event of a Change in Control, the treatment of the RSUs will be governed by the terms of the Plan, subject to Section 4 above.

6. Responsibility for Taxes.

Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant ("Tax-Related Items") is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and the Employer (i)

make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

To satisfy any withholding obligations of the Company and/or the Employer with respect to Tax-Related Items, the Company will withhold Shares otherwise issuable upon settlement of the RSUs. Alternatively, or in addition, in connection with any applicable taxable or tax withholding event, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

- (a) withholding from Participant's wages or other cash compensation paid to Participant by the Company or the Employer,
- (b) withholding from proceeds of the sale of Shares acquired upon settlement of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization without further consent) and/or
- (c) requiring Participant to tender a cash payment to the Company or an Affiliate in the amount of the Tax-Related Items;

provided, however, that if Participant is a Section 16 officer of the Company under the Act, the withholding methods described in this Section 6 (a), (b) and (c) will only be used if the Committee (as constituted to satisfy Rule 16b-3 of the Act) determines, in advance of the applicable withholding event, that one such withholding method will be used in lieu of withholding Shares.

The Company may withhold for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates, in which case Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent amount in Shares. If the obligation for Tax-Related Items is satisfied by withholding Shares, for tax purposes, Participant is deemed to have been issued the full number of Shares subject to the vested portion of the RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

7. Nature of Grant.

In accepting the RSUs, Participant acknowledges, understands and agrees that:

- (a.) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be amended, altered or discontinued by the Company at any time, to the extent permitted by the Plan;
 - (b.) the grant of the RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units, even if restricted stock units have been granted in the past;
 - (c.) all decisions with respect to future restricted stock unit grants, if any, will be at the sole discretion of the Company;
 - (d.) Participant is voluntarily participating in the Plan;
 - (e.) the RSUs and the Shares subject to the RSUs, and the income and value of same, are not intended to replace any pension rights or compensation;
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(f.) the RSUs and the Shares subject to the RSUs, and the income and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(g.) unless otherwise agreed with the Company, the RSUs and the Shares subject to the RSUs, and the income and value of same, are not granted as consideration for, or in connection with, services Participant may provide as a director of an Affiliate;

(h.) the RSU grant and Participant's participation in the Plan will not create a right to employment or be interpreted as forming or amending an employment or service contract with the Company, the Employer or any Affiliate and will not interfere with the ability of the Company, the Employer or any Affiliate, as applicable, to terminate Participant's employment or service relationship (if any);

(i.) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(j.) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from Participant ceasing to provide employment or other services to the Company or the Employer (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any) or from cancellation of the RSUs or recoupment of any financial gain resulting from the RSUs as described in Section 14 below;

(k.) for purposes of the RSUs, Participant's employment or other service relationship will be considered terminated as of the date Participant is no longer actively providing services to the Company or one of its Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any) and, unless otherwise expressly provided in this Award Agreement or determined by the Company, Participant's right to vest in the RSUs under the Plan, if any, will terminate as of such date, or will be measured with reference to such date in the case of a Group Termination Event, Retirement or termination due to disability or death, and will not be extended by any notice period (e.g., Participant's period of active service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any); the Committee shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the RSUs (including whether Participant may still be considered to be providing services while on a leave of absence);

(l.) unless otherwise provided in the Plan or by the Company, in its discretion, the RSUs and the benefits evidenced by this Award Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares; and

(m.) neither the Company, nor the Employer nor any Affiliate will be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

8. No Advice Regarding Grant.

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or his or her acquisition or sale of the underlying Shares. Participant should consult with his or her own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

9. Data Privacy.

(a) Data Collection and Usage. *The Company and the Employer may collect, process and use certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all RSUs granted under the Plan or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the purposes of implementing, administering and managing the Plan. The Company, with its registered address at Block D, Iveagh Court, Harcourt Road, Dublin 2, Ireland, acts as the data controller in respect of such Data.*

For Participants in the European Union / European Economic Area, the legal basis for the processing of Data is that it is necessary for the performance of the Company's contractual obligation to deliver Shares (if the conditions of the Plan and the Award Agreement are satisfied) and, generally, to manage and administer Participant's participation in the Plan.

For Participants outside of the European Union / European Economic Area, the legal basis for the processing of Data is Participant's consent.

(b) Stock Plan Administration Service Providers. *The Company transfers Data to UBS, Broadridge Output Solutions, Inc., Cognizant Worldwide Limited, DG3, HCL Technologies Limited, Iron Mountain, Solium Capital, Taylor Communications, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Data with such other provider serving in a similar manner. Participant may be asked to acknowledge or (where applicable) agree to separate terms and data processing practices with the service provider, with such agreement (where applicable) being a condition to the ability to participate in the Plan.*

(c) International Data Transfers. *The Company and its service providers are based in the United States. Participant's country or jurisdiction may have different data privacy laws and protections than the United States. For example, the European Commission has issued a limited adequacy finding with respect to the United States that applies only to the extent a company registers for the EU-U.S. Privacy Shield program.*

For Participants in the European Union / European Economic Area, the legal basis for the transfer of Data is that it is necessary for the performance of the Company's contractual obligation to deliver Shares (if the conditions of the Plan and the Award Agreement are satisfied) and, generally, to manage and administer Participant's participation in the Plan.

For Participants outside of the European Union / European Economic Area, the legal basis for the transfer of Data is Participant's consent.

(d) Data Retention. *The Company will hold and use Data only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, labor and securities laws.*

(e) Data Subject Rights. *Participant may have a number of rights under the data privacy laws in his or her jurisdiction. Depending on where Participant is based, such rights may include the right to (i) request access or copies of Data the Company processes, (ii) rectification of incorrect Data, (iii) deletion of Data, (iv) restrictions on processing of Data, (v) portability of Data, (vi) lodge complaints with competent authorities in Participant's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarification regarding these rights or to exercise these rights, Participant understands that he or she can contact Dataprivacy@Allegion.com.*

(f) Declaration of Consent (for Participants outside of the European Union / European Economic Area Only). *By accepting this award of RSUs and indicating consent via the Company's online acceptance procedure,*

Participant is declaring that he or she agrees with the data processing practices described herein and consents to the collection, processing and use of Data by the Company and the transfer of Data to the recipients mentioned herein, including recipients located in countries which may not have a similar level of protection from the perspective of the data protection laws in Participant's country.

Participation in the Plan is voluntary and Participant is providing the consents described herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, Participant's salary from or employment and career with the Employer will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant RSUs under the Plan to Participant or administer or maintain Participant's participation in the Plan.

10. Electronic Delivery and Participation.

The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan by electronic means or to request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

11. Insider Trading/Market Abuse Laws.

Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions including, but not limited to, the United States and Participant's country of residence, which may affect Participant's ability to accept, acquire, sell or otherwise dispose of Shares or rights to Shares (e.g., RSUs) or rights linked to the value of Shares under the Plan during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws in Participant's country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy.

12. Country-Specific Terms and Conditions.

Notwithstanding any provisions in this Award Agreement, the RSUs and the Shares subject to the RSUs shall be subject to any special terms and conditions for Participant's country set forth in the Appendix. Moreover, if Participant relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Award Agreement.

13. Imposition of Other Requirements.

This grant is subject to, and limited by, all applicable laws and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required. Participant agrees that the Company shall have unilateral authority to amend the Plan and this Award Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to the issuance of Shares. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

14. Recoupment Provision.

In the event that Participant commits fraud or engages in intentional misconduct that results in a need for the Company to restate its financial statements, then the Committee may direct the Company to (i) cancel any outstanding portion of the RSUs and (ii) recover all or a portion of the financial gain realized by Participant through the RSUs. Further, Participant agrees that the RSUs and any financial gain realized by Participant through the RSUs shall be subject to forfeiture and/or repayment to the Company to the extent required to comply with any applicable laws or the rules and regulations of the securities exchange or inter-dealer quotation system on which the Shares are listed or quoted, including, without limitation, pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

15. Choice of Law and Venue.

The RSU grant and the provisions of this Award Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to such state's conflict of laws or provisions, as provided in the

Plan. For purposes of litigating any dispute that arises under this grant or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of Delaware and agree that such litigation shall be conducted in the courts of New Castle County, Delaware, or the federal courts for the United States for the District of Delaware, where this grant is made and/or to be performed.

16. Severability.

The provisions of this Award Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

17. Language.

Participant acknowledges and represents that he or she is proficient in the English language or has consulted with an advisor who is sufficiently proficient in English, as to allow Participant to understand the terms of this Award Agreement and any other documents related to the Plan. If Participant has received this Award Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

18. Waiver.

Participant acknowledges that a waiver by the Company of breach of any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach by Participant or any other participant in the Plan.

19. Acknowledgement of Availability of Plan Prospectus.

Participant acknowledges that he or she has been provided with access to a copy of the Plan prospectus and Plan document, links to both of which are available below:

[EMBED LINK TO PLAN PROSPECTUS] [EMBED LINK TO PLAN DOCUMENT]

Paper copies of the Plan prospectus and Plan document are also available upon request from the Company's stock administration department, at the contact information provided on the cover page of the Plan prospectus.

20. Acknowledgement & Acceptance within 120 Days.

This grant is subject to acceptance, within 120 days of the Grant Date, by electronic acceptance through the website of UBS, the Company's stock plan administrator. **Failure to accept the RSUs within 120 days of the Grant Date may result in cancellation of the RSUs.**

Signed for and on behalf of the Company:

David D. Petratis
Chairman and Chief Executive Officer
Allegion plc

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.

**Appendix
to**

**Allegion plc
Incentive Stock Plan of 2013**

**Global Restricted Stock Unit Award Agreement
Country-Specific Terms and Conditions**

This Appendix includes special terms and conditions applicable to Participant if Participant is in one of the countries listed below. These terms and conditions supplement or replace (as indicated) the terms and conditions set forth in the Award Agreement. If Participant is a citizen or resident of a country other than the one in which he or she is currently working, or if Participant transfers employment or residency to another country after the RSUs are granted, the Company, in its discretion, will determine the extent to which the terms and conditions set forth in this Appendix will apply to the Participant.

This Appendix also includes information relating to exchange control, foreign asset / account reporting requirements and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of January 2019. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the RSUs vest or the Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to Participant's particular situation. The Company is not in a position to assure Participant of any particular result. Accordingly, Participant should seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation. Finally, if Participant is a citizen or resident of a country other than the one in which he or she is currently working, or if Participant transfers employment or residency to another country after the RSUs are granted, the information contained herein may not be applicable to Participant.

Australia

Offer Document.

The Company is pleased to provide Participant with this offer to participate in the Plan. This offer sets out information regarding the grant of RSUs to Australian-resident employees and directors of the Company and its Affiliates. This offer is provided by the Company to ensure compliance of the Plan with the Australian Securities and Investments Commission's ("ASIC") Class Order 14/1000 and relevant provisions of the Corporations Act 2001.

In addition to the information set out in the Award Agreement, Participant is also being provided with copies of the following documents:

- 1) the Plan;
 - 2) U.S. prospectus for the Plan; and
 - 3) Employee Information Supplement for Australia
- (collectively, the "Additional Documents").

The Additional Documents provide further information to help Participant make an informed investment decision about participating in the Plan. Neither the Plan nor the U.S. prospectus for the Plan is a prospectus for the purposes of the Corporations Act 2001, and they have not been modified for Australia.

Participant should not rely upon any oral statements made in relation to this offer. Participant should rely only upon the statements contained in the Award Agreement and the Additional Documents when considering participation in the Plan.

Securities Law Information.

Investment in Shares involves a degree of risk. Participants who elect to participate in the Plan should monitor their participation and consider all risk factors relevant to the acquisition of Shares under the Plan as set out in the Award Agreement and the Additional Documents.

The information contained in this offer is general information only. It is not advice or information that takes into account Participant's objectives, financial situation and needs.

Participants should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice.

Additional Risk Factors for Australian Residents.

Participants should have regard to risk factors relevant to investment in securities generally and, in particular, to the holding of Shares. For example, the price at which the Company's ordinary shares are quoted on the New York Stock Exchange may increase or decrease due to a number of factors. There is no guarantee that the price of the ordinary shares will increase. Factors which may affect the price of ordinary shares include fluctuations in the domestic and international market for listed stocks, general economic conditions, including interest rates, inflation rates, commodity and oil prices, changes to government fiscal, monetary or regulatory policies, legislation or regulation, the nature of the markets in which the Company operates and general operational and business risks.

In addition, Participants should be aware that the Australian dollar value of any Shares acquired under the Plan will be affected by the U.S. dollar/Australian dollar exchange rate. Participation in the Plan involves certain risks related to fluctuations in this rate of exchange.

Ordinary Shares.

Ordinary shares of an Irish public limited company are analogous to ordinary shares of an Australian corporation. Each holder of the ordinary shares is entitled to one vote for every share held.

Under Irish law, dividends and distributions may only be made from “distributable reserves.” Distributable reserves, broadly, means the accumulated realized profits of the Company less accumulated realized losses. In addition, no distribution or dividend may be made unless the Company’s net assets are equal to, or in excess of, the aggregate of its share capital which has been paid up or which is payable in the future plus undistributable reserves and the distribution does not reduce the Company’s net assets below such aggregate. Undistributable reserves include the share premium account, the capital redemption reserve fund, the Company’s net unrealized profits and any other reserve which the company is prohibited from distributing.

The determination as to whether or not the Company has sufficient distributable reserves to fund a dividend must be made by reference to the “relevant accounts” of the Company. The “relevant accounts” will be either the last set of the Company’s unconsolidated annual audited financial statements or unaudited financial statements prepared in accordance with the Irish Companies Acts and Generally Accepted Accounting Principles in Ireland, which give a “true and fair view” of the Company’s unconsolidated financial position. The relevant accounts must be filed in the Companies Registration Office (the official public registry for companies in Ireland).

The mechanism as to who declares a dividend and when a dividend becomes payable is governed by the Company’s articles of association. The articles of association authorize the directors to declare dividends as appear justified from the profits without the approval of the shareholders at a general meeting. The Company’s board of directors may also recommend a dividend to be approved and declared by the shareholders at a general meeting. Although the shareholders may direct that the payment be made by distribution of assets, shares or cash, no dividend issued may exceed the amount recommended by the directors. The dividends declared by directors or shareholders may be paid in the form of assets, shares or cash.

The Company’s ordinary shares are traded on the New York Stock Exchange in the United States of America under the symbol “ALLE”.

Ascertaining the Market Price of Shares.

Participants may ascertain the current market price of the Shares as traded on the New York Stock Exchange at <http://www.nyse.com> under the symbol “ALLE.” The Australian dollar equivalent of that price can be obtained at: <http://www.rba.gov.au/statistics/frequency/exchange-rates.html>.

This will not be a prediction of what the market price per Share will be when the RSUs vest or settle or of the applicable exchange rate on the actual Vesting Date or settlement date.

Tax Information.

The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in that Act).

For a description of the likely tax consequences of the RSUs, please refer to the Employee Information Supplement for RSUs in Australia, a link to which is available below:

[EMBED LINK TO EMPLOYEE INFORMATION SUPPLEMENT FOR RSUs IN AUSTRALIA]

Austria

Termination Due to Retirement. This provision replaces Section 3(c) of the Award Agreement:

Notwithstanding the provisions of Section 3(a) and (b) above, and unless Participant’s employment terminates for cause as defined in Section 3(e) below, if Participant’s employment terminates due to retirement under the retirement provisions of local law in Participant’s country (“Retirement”), the Shares subject to the RSUs shall continue to vest

according to the schedule set forth in Section 1, notwithstanding such termination of employment.

Exchange Control Information. If Participant holds Shares obtained through the Plan outside Austria, Participant may be subject to reporting requirements to the Austrian National Bank. An exemption applies if the value of the Shares (i) does not meet or exceed €30,000,000 as of any given quarter or (ii) does not meet or exceed €5,000,000 as of December 31 of any given year. If the former threshold is exceeded, quarterly reporting obligations are imposed, whereas if the latter threshold is exceeded, annual reporting requirements apply. Further, a separate reporting requirement may apply if any cash (e.g., proceeds from the sale of Shares) is held outside Austria. If the transaction volume of all Participant's cash accounts abroad meets or exceeds €10,000,000, the movements and balances of all accounts must be reported monthly with the form "*Meldungen SI-Forderungen und/oder SIVerpflichtungen.*" *Participant should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

Belgium

Termination Due to Retirement. This provision replaces Section 3(c) of the Award Agreement:

Notwithstanding the provisions of Section 3(a) and (b) above, and unless Participant's employment terminates for cause as defined in Section 3(e) below, if Participant's employment terminates due to retirement under the retirement provisions of local law in Participant's country ("Retirement"), the Shares subject to the RSUs shall continue to vest according to the schedule set forth in Section 1, notwithstanding such termination of employment.

Foreign Asset/Account Reporting Information. Participant is required to report any securities and bank or brokerage accounts held outside of Belgium on Participant's annual tax return. In a separate report, Belgian residents are required to provide the National Bank of Belgium with the account details of any such foreign accounts (including the account number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under the *Kredietcentrales / Centrales des crédits* caption.

Canada

Settlement. This provision supplements Section 4 of the Award Agreement:

The grant of the RSUs does not provide any right for Participant to receive a cash payment and the RSUs will be settled in Shares only.

Securities Law Information. Participant is permitted to sell Shares acquired under the Plan through UBS or such other broker designated under the Plan, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed. The Company's ordinary shares are currently traded on the New York Stock Exchange which is located outside of Canada, under the ticker symbol "ALLE" and Shares acquired under the Plan may be sold through this exchange.

Foreign Asset/Account Reporting Information. Participant is required to report his or her foreign specified property, including Shares and rights to receive Shares (e.g., RSUs), on form T1135 (Foreign Income Verification Statement) if the total cost of the foreign specified property exceeds C\$100,000 at any time during the year. RSUs must be reported (generally, at a nil cost) if the C\$100,000 cost threshold is exceeded because of other foreign specified property held by Participant. When Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if other Shares are also owned, this ACB may have to be averaged with the ACB of the other Shares. *Participant should consult his or her personal tax advisor to ensure compliance with applicable reporting obligations.*

The following provisions will apply to Participant if he or she is a resident of Quebec:

Language Consent. The parties acknowledge that it is their express wish that the Award Agreement, including this Appendix, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or

relating directly or indirectly hereto, be drawn up in English.

Consentement Relatif à la Langue Utilisée. *Les parties reconnaissent avoir expressément souhaité que la convention («Award Agreement») ainsi que cette Annexe, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente convention, soient rédigés en langue anglaise.*

Data Privacy. This provision supplements Section 9 of the Award Agreement:

Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant further authorizes the Company, its Affiliates and UBS (or any other stock plan service provider that may be selected by the Company to assist with the Plan) to disclose and discuss the Plan with their respective advisors. Participant further authorizes the Company and its Affiliates to record such information and to keep such information in Participant's employee file.

China

Termination Due to Retirement. This provision replaces Section 3(c) of the Award Agreement:

Notwithstanding the provisions of Section 3(a) and (b) above, and unless Participant's employment is terminated for cause as defined in Section 3(e) below, if Participant's employment terminates after attainment of age 55 with at least 5 years of service ("Retirement"), the Shares subject to the RSUs that have not yet vested shall vest as of the date of such termination of employment (such date also being a "Vesting Date").

Settlement. This provision supplements Section 4 of the Award Agreement:

To facilitate compliance with any applicable laws or regulations in China, Participant agrees and acknowledges that the Company (or a brokerage firm instructed by the Company, if applicable) is entitled to (i) immediately sell all Shares issued to Participant at settlement (on Participant's behalf and at Participant's direction pursuant to this authorization), either at the time of settlement or when Participant ceases employment with the Employer, the Company or an Affiliate, or (ii) require that any Shares acquired under the Plan be held with a Company-designated broker until such Shares are sold.

Without limitation to the foregoing, if Participant's employment terminates and Participant holds or acquires any Shares at that time, Participant (or, in circumstances where Participant's employment terminates due to death, Participant's estate or the person(s) who acquired the right to the Shares under applicable law) will be required to sell all Shares prior to the last trading day of the fifth month following termination of employment. If the Shares have not been sold by such date, the Company-designated broker will automatically sell all Shares on Participant's behalf on or as soon as practicable after the last trading day of the fifth month following termination of employment and in no event later than six months following termination of employment.

Participant also agrees to sign any agreements, forms and/or consents that may be reasonably requested by the Company (or the Company's designated brokerage firm) to effectuate the sale of the Shares and acknowledges that neither the Company nor the designated brokerage firm is under any obligation to arrange for such sale of the Shares at any particular price (it being understood that the sale will occur at the then-current market price) and that broker's fees or commissions may be incurred in any such sale. In any event, when the Shares acquired under the Plan are sold, the proceeds of the sale of the Shares, less any Tax-Related Items and broker's fees or commissions, will be remitted to Participant in accordance with applicable exchange control laws and regulations.

Exchange Control Restrictions. Participant understands and agrees that, if he or she is a national of the People's Republic of China (the "PRC") and subject to exchange control restrictions in China, he or she will be required to immediately repatriate the proceeds of the sale of Shares and any cash dividends or Dividend Equivalents to China. Participant further understands that the repatriation of such funds may need to be effected through a special exchange

control account established by the Company or an Affiliate and he or she hereby consents and agrees that such funds may be transferred to such special account prior to being delivered to Participant's personal account.

Participant also understands that the Company will deliver any sale proceeds, cash dividends or Dividend Equivalents to Participant as soon as practicable, but that there may be delays in distributing the funds due to exchange control requirements in China. Proceeds may be paid to Participant in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, Participant will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid in local currency, the Company is under no obligation to secure any particular currency conversion rate and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions, and Participant agrees to bear any currency fluctuation risk between the time the Shares are sold and the time (i) the Tax-Related Items are converted to local currency and remitted to the tax authorities and/or (ii) the net proceeds are converted to local currency and distributed to Participant.

Participant further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Exchange Control Information. PRC residents are required to report to the State Administration of Foreign Exchange ("SAFE") details of their foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-PRC residents, either directly or through financial institutions. Under these rules, Participant may be subject to reporting obligations for the RSUs and/or the Shares acquired under the Plan and any Plan-related transactions.

Colombia

Nature of Grant. This provision supplements Section 7 of the Award Agreement:

Pursuant to Article 128 of the Colombian Labor Code, amended by Article 15 Law 50, 1990, the Plan and related benefits do not constitute a component of "salary" for any legal purpose. Therefore, the RSUs and related benefits will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amount which may be payable.

Securities Law Information. The Shares are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and, therefore, the Shares may not be offered to the public in Colombia. Nothing in the Plan, the Award Agreement (including this Appendix) or any other document evidencing the grant of the RSUs shall be construed as the making of a public offer of securities in Colombia.

Exchange Control Information. Investments in assets located outside Colombia (including Shares) are subject to registration with the Central Bank (*Banco de la República*). Further, Participant must repatriate any proceeds from the sale of Shares or any cash dividends paid on such Shares through the Colombian foreign exchange market (*i.e.*, local Colombian banks). Participant is responsible for complying with any and all Colombian foreign exchange restrictions, approvals and reporting requirements in connection with the RSUs and any Shares acquired or funds received under the Plan. *Participant should consult with his or her personal legal advisor to ensure compliance with the applicable requirements.*

Foreign Asset / Account Tax Reporting Information. Participant must file an annual informative return with the Colombian Tax Office detailing any assets (e.g. Shares) held abroad. If the individual value of any of these assets exceeds a certain threshold, Participant must describe each asset and indicate the jurisdiction in which it is located, its nature and its value.

France

RSUs Not Tax-Qualified. The RSUs are not intended to be French tax-qualified.

Termination Due to Retirement. This provision replaces Section 3(c) of the Award Agreement:

Notwithstanding the provisions of Section 3(a) and (b) above, and unless Participant's employment terminates for cause as defined in Section 3(e) below, if Participant's employment terminates due to retirement under the retirement provisions of local law in Participant's country ("Retirement"), the Shares subject to the RSUs shall continue to vest according to the schedule set forth in Section 1, notwithstanding such termination of employment.

Language Consent. In accepting the RSUs, Participant confirms having read and understood the documents relating to the RSUs (the Plan and the Award Agreement including this Appendix), which were provided in English. Participant accepts the terms of those documents accordingly.

Consentement Relatif à la Langue Utilisée. En acceptant cette Attribution, le Participant confirme avoir lu et compris les documents relatifs à cette Attribution (le Plan, le Contrat d'Attribution incluant cette Annexe), qui ont été remis en langue anglaise. Le Participant accepte les termes de ces documents en conséquence.

Foreign Asset/Account Reporting Information. Participant is required to report any Shares and foreign bank accounts, including accounts closed during the tax year, to the French tax authorities when filing his or her annual tax return.

Germany

Termination Due to Retirement. This provision replaces Section 3(c) of the Award Agreement:

Notwithstanding the provisions of Section 3(a) and (b) above, and unless Participant's employment terminates for cause as defined in Section 3(e) below, if Participant's employment terminates due to retirement under the retirement provisions of local law in Participant's country ("Retirement"), the Shares subject to the RSUs shall continue to vest according to the schedule set forth in Section 1, notwithstanding such termination of employment.

Exchange Control Information. Participant must report any cross-border payments in excess of €12,500 to the German Federal Bank (*Bundesbank*). The report must be filed electronically by the 5th day of the month following the month in which the payment occurred. The form of report (*Allgemeine Meldeportal Statistik*) can be accessed via the Bundesbank's website (www.bundesbank.de). *Participant should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

Hong Kong

Nature of Scheme. The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance ("ORSO").

Settlement. This provision supplements Section 4 of the Award Agreement:

The grant of the RSUs does not provide any right for Participant to receive a cash payment and the RSUs will be settled in Shares only. Further, Shares received under the Plan are accepted as a personal investment. In the event the RSUs vest and Shares are issued to Participant within six months of the Grant Date, Participant agrees that he or she will not dispose of the Shares acquired prior to the six-month anniversary of the Grant Date.

Securities Law Information. *The RSUs and the Shares issued upon vesting of the RSUs do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company or its Affiliates.*

The Award Agreement, including this Appendix, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong, nor have the documents been reviewed by any regulatory authority in Hong Kong. The Award Agreement, including this Appendix, the Plan and other incidental communication materials are intended only for the personal use of each eligible employee and not for distribution to any other person. Participant is advised to exercise caution in relation to the RSUs. If Participant has questions about any of the contents of the

Award Agreement, including this Appendix, or the Plan, he or she should contact a legal or other professional advisor.

Ireland

Termination Due to Retirement. This provision replaces Section 3(c) of the Award Agreement:

Notwithstanding the provisions of Section 3(a) and (b) above, and unless Participant's employment terminates for cause as defined in Section 3(e) below, if Participant's employment terminates due to retirement under the retirement provisions of local law in Participant's country ("Retirement"), the Shares subject to the RSUs shall continue to vest according to the schedule set forth in Section 1, notwithstanding such termination of employment.

Director Notification Information. Directors, shadow directors¹ or secretaries of the Company or an Irish Affiliate, whose interests in the Company represent more than 1% of the Company's voting share capital, must notify the Company or the Irish Affiliate, as applicable, in writing when (i) receiving or disposing of an interest in the Company (e.g., RSUs, Shares, etc.), (ii) becoming aware of the event giving rise to the notification requirement, or (iii) becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor children of such individuals (whose interests will be attributed to the director, shadow director or secretary).

Italy

Termination Due to Retirement. This provision replaces Section 3(c) of the Award Agreement:

Notwithstanding the provisions of Section 3(a) and (b) above, and unless Participant's employment terminates for cause as defined in Section 3(e) below, if Participant's employment terminates due to retirement under the retirement provisions of local law in Participant's country ("Retirement"), the Shares subject to the RSUs shall continue to vest according to the schedule set forth in Section 1, notwithstanding such termination of employment.

Document Acknowledgment. By accepting the RSUs, Participant acknowledges that he or she has received a copy of, and has reviewed the Plan and the Award Agreement, including this Appendix, in their entirety and fully understands and accepts all provisions of the Plan and the Award Agreement, including this Appendix.

Participant further acknowledges that Participant has read and specifically and expressly agrees to the following provisions of the Award Agreement: (i) Responsibility for Taxes; (ii) Electronic Delivery and Participation; (iii) Recoupment Provision; and (iv) Choice of Law and Venue.

Foreign Asset/Account Reporting Information. Italian residents who, at any time during the fiscal year, hold investments abroad and/or foreign financial assets (including Shares and cash) which may generate income taxable in Italy are required to report such investments and assets on their annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due. These reporting obligations also apply to Italian residents who are the beneficial owners of the investments abroad or foreign financial assets under Italian money laundering provisions. *Participant should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

¹ A shadow director is an individual who is not on the board of directors of the Company or the Irish Affiliate but who has sufficient control so that the board of directors of the Company or the Irish Affiliate, as applicable, acts in accordance with the directions and instructions of the individual.

Mexico

Labor Law Policy and Acknowledgment. By accepting the RSUs, Participant expressly recognizes that Allegion plc, with registered offices at Earlsfort Centre, Earlsfort Terrace, Dublin, Ireland, is solely responsible for the administration of the Plan and that Participant's participation in the Plan and acquisition of Shares do not constitute an employment relationship between Participant and the Company since Participant is participating in the Plan on a wholly commercial basis and Participant's sole Employer is Allegion de Mexico, S. de R.L. de C.V. or Schlage de Mexico SA de CV ("Allegion-Mexico"). Based on the foregoing, Participant expressly recognizes that the Plan and the benefits that Participant may derive from his or her participation in the Plan do not establish any rights between Participant and Allegion-Mexico, and do not form part of the employment conditions and/or benefits provided by Allegion-Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of Participant's employment.

Participant further understands that his or her participation in the Plan is a result of a unilateral and discretionary decision of the Company; therefore, the Company reserves the absolute right to amend and/or discontinue Participant's participation at any time without any liability to Participant.

Finally, Participant hereby declares that he or she does not reserve any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and Participant therefore grants a full and broad release to the Company, its Affiliates, branches, representation offices, its shareholders, officers, agents or legal representatives with respect to any claim that may arise.

Plan Document Acknowledgment. By accepting the RSUs, Participant acknowledges that he or she has received a copy of the Plan, has reviewed the Plan and the Award Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Award Agreement. In addition, by accepting the RSUs, Participant acknowledges that he or she has read and specifically and expressly approves the terms and conditions in Section 7 of the Award Agreement ("Nature of the Grant."), in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) neither the Company, the Employer nor any Affiliate is responsible for any decrease in the value of the Shares underlying the RSUs.

Política de la Ley Laboral y Reconocimiento. *Al aceptar las Unidades de Acciones Restringidas (RSU), el Participante reconoce expresamente que Allegion plc, con oficinas registradas ubicadas a Earlsfort Centre, Earlsfort Terrace, Dublin, Ireland, es el único responsable de la administración del Plan y que participación del Participante en el mismo y la adquisición de Acciones no constituye de ninguna manera una relación laboral entre el Participante y la Compañía, debido a que la participación de esa persona en el Plan deriva únicamente de una relación comercial y el único Patrón del participante es Allegion de Mexico, S. de R.L. de C.V. o Schlage de Mexico SA de CV ("Allegion-México"). Derivado de lo anterior, el Participante reconoce expresamente que el Plan y los beneficios que pudieran derivar para el Participante por su participación en el mismo, no establecen ningún derecho entre el Participante e Allegion-México, y no forman parte de las condiciones laborales y/o prestaciones otorgadas por Allegion-México, y cualquier modificación al Plan o la terminación del mismo de ninguna manera podrá ser interpretada como una modificación o desmejora de los términos y condiciones de trabajo del Participante.*

Asimismo, el Participante reconoce que su participación en el Plan es resultado de la decisión unilateral y discrecional de la Compañía, por lo tanto, la Compañía se reserva el derecho absoluto para modificar y/o discontinuar la participación del Participante en cualquier momento, sin ninguna responsabilidad hacia el Participante.

Finalmente el Participante manifiesta que no se reserva ninguna acción o derecho que ejercitar en contra de la Compañía, por cualquier compensación o daños o perjuicios en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia exime amplia y completamente a la Compañía, sus Afiliadas, sucursales, oficinas de representación, sus accionistas, administradores, agentes y representantes legales con respecto a cualquier reclamo que pudiera surgir.

Reconocimiento de Documentos del Plan. *Al aceptar las Unidades de Acciones Restringidas (RSU), el Participante*

reconoce que ha recibido una copia del Plan, que ha revisado el Plan y el Acuerdo de Concesión en su totalidad y entiende y acepta los términos del Plan y del Acuerdo de Concesión. Adicionalmente, al aceptar los RSU, el Participante reconoce que ha leído y especifica y expresamente aprueba los términos y condiciones del Sección 7 del Acuerdo de Concesión (denominado “Naturaleza de la Concesión”), donde claramente se establece que (i) la participación en el Plan no constituye un derecho adquirido, (ii) el Plan y la participación en el Plan es ofrecido por la Compañía en forma totalmente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) ni la Compañía ni el Patrón ni su Afiliada es responsable por el decremento en el valor de las acciones de los RSU.

Netherlands

Termination Due to Retirement. This provision replaces Section 3(c) of the Award Agreement:

Notwithstanding the provisions of Section 3(a) and (b) above, and unless Participant’s employment terminates for cause as defined in Section 3(e) below, if Participant’s employment terminates due to retirement under the retirement provisions of local law in Participant’s country (“Retirement”), the Shares subject to the RSUs shall continue to vest according to the schedule set forth in Section 1, notwithstanding such termination of employment.

New Zealand

Securities Law Information. *WARNING:* Participant is being offered RSUs which, upon vesting and settlement in accordance with the terms of the Plan and the Award Agreement, will be converted into Shares. Participant may receive a return if dividends are paid.

If the Company runs into financial difficulties and is wound up, Participant may lose some or all of his or her investment.

New Zealand law normally requires persons and entities that offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, Participant may not be given all the information usually required. Participant will also have fewer other legal protections for this investment.

Participant should ask questions, read all documents carefully, and seek independent financial advice before committing to the RSUs.

The Company’s ordinary shares are currently traded on the New York Stock Exchange under the ticker symbol “ALLE” and Shares acquired under the Plan may be sold through this exchange. Participant may end up selling the Shares at a price that is lower than the value of the Shares when Participant acquired them. The price will depend on the demand for the Company’s ordinary shares.

The Company’s most recent annual report (which includes the Company’s financial statements) is available at <http://investor.allegion.com/financial-information/annual-reports-and-proxies>. Participant is entitled to receive a copy of this report, free of charge, upon written request to the Company at Investor Relations Department; 11819 N. Pennsylvania Street; Carmel, Indiana 46032.

Poland

Termination Due to Retirement. This provision replaces Section 3(c) of the Award Agreement:

Notwithstanding the provisions of Section 3(a) and (b) above, and unless Participant’s employment terminates for cause as defined in Section 3(e) below, if Participant’s employment terminates due to retirement under the retirement provisions of local law in Participant’s country (“Retirement”), the Shares subject to the RSUs shall continue to vest according to the schedule set forth in Section 1, notwithstanding such termination of employment.

Exchange Control Information. Polish residents holding foreign securities (including Shares) and maintaining accounts abroad must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (when combined with all other assets held

abroad) exceeds PLN 7,000,000. If required, the reports must be filed on a quarterly basis on special forms available on the website of the National Bank of Poland. Any transfer of funds in excess of a specified threshold (currently €15,000, or PLN 15,000 if such transfer of funds is connected with business activity of an entrepreneur) must be effected through a bank account in Poland. Participant should maintain evidence of such foreign exchange transactions for five years, in case of a request for production of same by the National Bank of Poland.

Qatar

There are no country-specific provisions.

Singapore

Restriction on Sale and Transferability. To the extent RSUs vest within six months of the Grant Date, Participant may not dispose of the Shares acquired pursuant to the RSUs, or otherwise offer the Shares to the public, prior to the six-month anniversary of the Grant Date, unless such sale or offer is made pursuant to one or more exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) (“SFA”), or pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

Securities Law Notification. The offer of the Plan is being made pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the SFA and is not made with a view to the RSUs or underlying Shares being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

CEO and Director Notification Requirement. The Chief Executive Officer (“CEO”) and directors, associate directors or shadow directors of a Singaporean Affiliate are subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Singaporean Affiliate in writing of an interest (*e.g.*, RSUs, Shares, etc.) in the Company or any related company within two business days of (a) its acquisition or disposal, (b) any change in a previously-disclosed interest (*e.g.*, upon vesting of the RSUs or when Shares acquired under the Plan are subsequently sold), or (c) becoming the CEO / a director.

South Korea

Foreign Asset / Account Reporting Information. Korean residents must declare all foreign financial accounts (*e.g.*, brokerage accounts, bank accounts) to the Korean tax authority and file a report with respect to such accounts if the value of the assets in such accounts exceeds KRW 500 million (or the equivalent amount in a foreign currency) on any month-end date during the calendar year. *Participant should consult his or her personal tax advisor to ensure compliance with applicable reporting obligations.*

Turkey

Securities Law Information. The RSUs are made available only to employees of the Company or its Affiliates, and the offer of participation in the Plan is a private offering. Participant is not permitted to publicly offer any Shares acquired under the Plan in Turkey unless such public offering is approved by the Turkish Capital Markets Board in accordance with Turkish laws. The Shares are currently traded on the New York Stock Exchange, which is located outside of Turkey, under the ticker symbol “ALLE” and Shares acquired under the Plan may be sold through this exchange.

Exchange Control Information. Exchange control regulations require Turkish residents to conduct any activity related to investments in foreign securities through a bank or financial intermediary institution licensed by the Turkish Capital Markets Board. *Participant should consult with his or her personal legal advisor regarding this requirement.*

United Arab Emirates

Securities Law Information. The RSUs are available only for select employees of the Company and its Affiliates

and are in the nature of providing employee incentives in the United Arab Emirates. The Award Agreement (including the Appendix), the Plan and other incidental communication materials are intended for distribution only to eligible employees for the purposes of an employee incentive scheme, and must not be delivered to, or relied on, by any other person.

The Dubai Creative Clusters Authority, Emirates Securities and Commodities Authority and/or the Central Bank of the United Arab Emirates have no responsibility for reviewing or verifying any documents in connection with the RSUs. Further, neither the Ministry of Economy nor the Dubai Department of Economic Development have approved this Award Agreement nor taken steps to verify the information set out in it, and have no responsibility for it.

The securities to which this Award Agreement relate may be illiquid and/or subject to restrictions on their resale. Individuals should conduct their own due diligence on the securities.

Residents of the United Arab Emirates who do not understand or have questions regarding this Award Agreement (including the Appendix) or the Plan should consult an authorized financial adviser.

United Kingdom (the “U.K.”)

Termination Due to Retirement. This provision replaces Section 3(c) of the Award Agreement:

Notwithstanding the provisions of Section 3(a) and (b) above, and unless Participant’s employment terminates for cause as defined in Section 3(e) below, if Participant’s employment terminates due to retirement under the retirement provisions of local law in Participant’s country (“Retirement”), the Shares subject to the RSUs shall continue to vest according to the schedule set forth in Section 1, notwithstanding such termination of employment.

Responsibility for Taxes. This provision supplements Section 6 of the Award Agreement:

Without limitation to Section 6 of the Award Agreement, Participant agrees that Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or the Employer or by Her Majesty’s Revenue and Customs (“HMRC”) (or any other tax authority or any other relevant authority). Participant also agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on Participant’s behalf.

Notwithstanding the foregoing, if Participant is an executive officer or director (as within the meaning of Section 13(k) of the Act), the terms of the immediately foregoing provision will not apply. In the event that Participant is an executive officer or director and the income tax is not collected from or paid by Participant within ninety (90) days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income tax may constitute a benefit to Participant on which additional income tax and national insurance contributions may be payable. Participant acknowledges that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to the HMRC under the self-assessment regime and for paying the Company or the Employer, as applicable, for the value of any employee national insurance contributions due on this additional benefit.

United States

There are no country-specific provisions.

Allegion plc
Incentive Stock Plan of 2013

Global Stock Option Award Agreement

Dated as of [Grant Date] (“Grant Date”)

Allegion plc (the “Company”) hereby grants to **[insert name]** (“Participant”) a non-qualified stock option (the “Option”) to purchase **[insert number of shares subject to Option]** ordinary shares of the Company (the “Shares”) at an exercise price of US\$**[insert option price]** per Share, pursuant to and subject to the terms and conditions set forth in the Company’s Incentive Stock Plan of 2013 (the “Plan”) and to the terms and conditions set forth in this Stock Option Award Agreement (the “Award Agreement”), including any appendix to the Award Agreement for Participant’s country (the “Appendix”). Unless otherwise defined herein, the terms defined in the Plan shall have the same meanings in this Award Agreement.

1. Vesting.

Participant’s right to purchase Shares subject to the Option shall vest in accordance with the table below (each date being a “Vesting Date”), subject to Participant’s continued employment with the Company or an Affiliate on each Vesting Date.

[Vesting Table: quantity, Month DD, YYYY]

2. Term of Option.

The term of the Option shall be 10 years from the Grant Date, subject to the provisions of Section 3 below.

3. Termination of Employment.

Participant’s rights with respect to the Option after termination of Participant’s employment shall be as set forth below:

(a) General

If Participant’s employment terminates due to any reason or in any circumstances not specified in Sections 3(b) through (g) below, Participant’s right to exercise vested Options will expire 90 days following termination of active employment and all unvested Options shall be cancelled as of the date of termination of active employment.

(b) Group Termination

If Participant’s employment terminates involuntarily by reason of a group termination (including, but not limited to, terminations resulting from sale of a business or division, outsourcing of an entire function, reduction in workforce or closing of a facility) (a “Group Termination Event”), any unvested Options that would have vested within 12 months following such termination of active employment shall become fully

vested, all other unvested Options shall be cancelled as of the date of termination of active employment and all vested Options shall remain exercisable for 3 years following termination of active employment.

(c) Job Elimination / Change / Relocation

If Participant's employment terminates involuntarily by reason of job elimination, substantial change in the nature of Participant's position or job relocation, Participant shall have 1 year from the date of termination of active employment to exercise vested Options and all unvested Options will be cancelled as of the date of termination of active employment.

(d) Termination Due to Disability

If Participant's employment terminates due to disability, all unvested Options shall vest as of the date of such termination of employment and vested Options shall remain exercisable for 3 years following termination of employment.

(e) Termination Due to Retirement

Notwithstanding the provisions of Section 3(a) through (d) above, and unless Participant's employment terminates for cause as defined in Section 3(g) below, if Participant's employment terminates after attainment of age 55 with at least 5 years of service ("Retirement"), all unvested Options shall continue to vest according to their original vesting schedule and Participant shall have 5 years from the date of termination of active employment to exercise all vested Options.

(f) Termination Due to Death

Notwithstanding the provisions of Section 3(e) above, if Participant's employment terminates due to death, all unvested Options shall vest as of the date of such termination of employment and vested Options shall remain exercisable for 3 years following termination of employment.

(g) Termination for Cause

In the event Participant's employment is terminated for cause, all Options, whether vested or unvested, shall be cancelled immediately upon termination of active employment. For purposes of this Section 3(g), "cause" shall mean (i) any action by Participant involving willful malfeasance or willful gross misconduct having a demonstrable adverse effect on the Company or an Affiliate; (ii) Participant being convicted of a felony under the laws of the United States or any state or district (or the equivalent in any foreign jurisdiction); or (iii) any material violation of the Company's code of conduct, as in effect from time to time.

(h) Expiration of Options

Notwithstanding the provisions of Sections 3(a) through (g) above, in no event shall any portion of the Options be exercisable more than 10 years after the Grant Date.

4. Change in Control.

In the event of a Change in Control, the treatment of the Options will be governed by the terms of the Plan.

5. Responsibility for Taxes.

Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant ("Tax-Related Items") is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, Participant will make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

- (a) withholding from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer;
- (b) withholding from proceeds of the sale of Shares acquired upon exercise of the Option either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization without further consent);
- (c) requiring Participant to tender a cash payment to the Company or an Affiliate in the amount of the Tax-Related Items; and/or
- (d) withholding in Shares to be issued upon exercise of the Option; provided, however, that if Participant is a Section 16 officer of the Company under the Act, then the Committee (as constituted to satisfy Rule 16b-3 of the Act) will determine the method of withholding from alternatives (a) - (d) above and, if the Committee does not exercise its discretion prior to the applicable withholding event, then Participant will be entitled to elect the method of withholding from alternatives (a) - (c) above.

The Company may withhold for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates, in which case Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent amount in Shares. If the obligation for Tax-Related Items is satisfied by withholding Shares, for tax purposes, Participant is deemed to have been issued the full number of Shares subject to the exercised Option, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items. The Company may refuse to honor the exercise of the Option or refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

6. Nature of Grant.

In accepting the Option, Participant acknowledges, understands and agrees that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be amended, altered or discontinued by the Company at any time, to the extent permitted by the Plan;
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- (b) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;
- (c) all decisions with respect to future option grants, if any, will be at the sole discretion of the Company;
- (d) Participant is voluntarily participating in the Plan;
- (e) the Option and the Shares subject to the Option, and the income and value of same, are not intended to replace any pension rights or compensation;
- (f) the Option and the Shares subject to the Option, and the income and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
- (g) unless otherwise agreed with the Company, the Option and the Shares subject to the Option, and the income and value of same, are not granted as consideration for, or in connection with, services Participant may provide as a director of an Affiliate;
- (h) the grant of the Option and Participant's participation in the Plan will not create a right to employment or be interpreted as forming or amending an employment or service contract with the Company, the Employer or any Affiliate and will not interfere with the ability of the Company, the Employer or any Affiliate, as applicable, to terminate Participant's employment or service relationship (if any);
- (i) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty; if the Shares subject to the Option do not increase in value, the Option will have no value; if Participant exercises the Option and acquires Shares, the value of such Shares may increase or decrease, even below the exercise price;
- (j) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from Participant ceasing to provide employment or other services to the Company or the Employer (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any) or from cancellation of the Option or recoupment of any financial gain resulting from exercise of the Option as described in Section 13 below;
- (k) for purposes of the Option, Participant's employment or other service relationship will be considered terminated as of the date Participant is no longer actively providing services to the Company or one of its Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any) and, unless otherwise expressly provided in this Award Agreement or determined by the Company, Participant's right to vest in the Option under the Plan, if any, will terminate as of such date, or will be measured with reference to such date in the case of a Group Termination Event, and will not be extended by any notice period (e.g., Participant's period of active service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any); furthermore, in the event of termination of Participant's employment or other service relationship (regardless
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of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), Participant's right to exercise the Option after termination of employment, if any, will be measured with reference to such date and will not be extended by any notice period; the Committee shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the Option (including whether Participant may still be considered to be providing services while on a leave of absence);

(l) unless otherwise provided in the Plan or by the Company, in its discretion, the Option and the benefits evidenced by this Award Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares; and

(m) neither the Company, nor the Employer nor any Affiliate will be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to Participant pursuant to the exercise of the Option or the subsequent sale of any Shares acquired upon exercise.

7. **No Advice Regarding Grant.**

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan or his or her acquisition or sale of the underlying Shares. Participant should consult with his or her own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

8. **Data Privacy.**

(a) **Data Collection and Usage.** *The Company and the Employer may collect, process and use certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all Options granted under the Plan or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the purposes of implementing, administering and managing the Plan. The Company, with its registered address at Block D, Iveagh Court, Harcourt Road, Dublin 2, Ireland, acts as the data controller in respect of such Data.*

For Participants in the European Union / European Economic Area, the legal basis for the processing of Data is that it is necessary for the performance of the Company's contractual obligation to deliver Shares (if the conditions of the Plan and the Award Agreement are satisfied) and, generally, to manage and administer Participant's participation in the Plan.

For Participants outside of the European Union / European Economic Area, the legal basis for the processing of Data is Participant's consent.

(b) **Stock Plan Administration Service Providers.** *The Company transfers Data to UBS, Broadridge Output Solutions, Inc., Cognizant Worldwide Limited, DG3, HCL Technologies Limited, Iron Mountain, Solium Capital, Taylor Communications, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Data with such other provider serving in a similar manner. Participant may be asked*

to acknowledge or (where applicable) agree to separate terms and data processing practices with the service provider, with such agreement (where applicable) being a condition to the ability to participate in the Plan.

(c) **International Data Transfers.** *The Company and its service providers are based in the United States. Participant's country or jurisdiction may have different data privacy laws and protections than the United States. For example, the European Commission has issued a limited adequacy finding with respect to the United States that applies only to the extent a company registers for the EU-U.S. Privacy Shield program.*

For Participants in the European Union / European Economic Area, the legal basis for the transfer of Data is that it is necessary for the performance of the Company's contractual obligation to deliver Shares (if the conditions of the Plan and the Award Agreement are satisfied) and, generally, to manage and administer Participant's participation in the Plan.

For Participants outside of the European Union / European Economic Area, the legal basis for the transfer of Data is Participant's consent.

(d) **Data Retention.** *The Company will hold and use Data only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, labor and securities laws.*

(e) **Data Subject Rights.** *Participant may have a number of rights under the data privacy laws in his or her jurisdiction. Depending on where Participant is based, such rights may include the right to (i) request access or copies of Data the Company processes, (ii) rectification of incorrect Data, (iii) deletion of Data, (iv) restrictions on processing of Data, (v) portability of Data, (vi) lodge complaints with competent authorities in Participant's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarification regarding these rights or to exercise these rights, Participant understands that he or she can contact Dataprivacy@Allegion.com.*

(f) **Declaration of Consent (for Participants outside of the European Union / European Economic Area Only).** *By accepting this Option and indicating consent via the Company's online acceptance procedure, Participant is declaring that he or she agrees with the data processing practices described herein and consents to the collection, processing and use of Data by the Company and the transfer of Data to the recipients mentioned herein, including recipients located in countries which may not have a similar level of protection from the perspective of the data protection laws in Participant's country.*

Participation in the Plan is voluntary and Participant is providing the consents described herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, Participant's salary from or employment and career with the Employer will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant Options under the Plan to Participant or administer or maintain Participant's participation in the Plan.

9. Electronic Delivery and Participation.

The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan by electronic means or to request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

10. Insider Trading/Market Abuse Laws.

Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions including, but not limited to, the United States and Participant's country of residence, which may affect Participant's ability to accept, acquire, sell or otherwise dispose of Shares or rights to Shares (*e.g.*, the Option) or rights linked to the value of Shares under the Plan during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws in Participant's country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy.

11. Country-Specific Terms and Conditions.

Notwithstanding any provisions in this Award Agreement, the Option and any Shares subject to the Option shall be subject to any special terms and conditions for Participant's country set forth in the Appendix. Moreover, if Participant relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to Participant to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Award Agreement.

12. Imposition of Other Requirements.

This grant is subject to, and limited by, all applicable laws and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required. Participant agrees that the Company shall have unilateral authority to amend the Plan and this Award Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to the issuance of Shares. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Option and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

13. Recoupment Provision.

In the event that Participant commits fraud or engages in intentional misconduct that results in a need for the Company to restate its financial statements, then the Committee may direct the Company to (i) cancel any outstanding portion of the Option and (ii) recover all or a portion of the financial gain realized by Participant through exercise of the Option. Further, Participant agrees that the Option and any financial gain realized by Participant through exercise of the Option shall be subject to forfeiture and/or repayment to the Company to the extent required to comply with any applicable laws or the rules and regulations of the securities exchange or inter-dealer quotation system on which the Shares are listed or quoted, including, without limitation, pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

14. Choice of Law and Venue.

The Option grant and the provisions of this Award Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to such state's conflict of laws or provisions, as provided in the Plan. For purposes of litigating any dispute that arises under this grant or this Award

Agreement, the parties hereby submit to and consent to the jurisdiction of the State of Delaware and agree that such litigation shall be conducted in the courts of New Castle County, Delaware, or the federal courts for the United States for the District of Delaware, where this grant is made and/or to be performed.

15. Severability.

The provisions of this Award Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

16. Language.

Participant acknowledges and represents that he or she is proficient in the English language or has consulted with an advisor who is sufficiently proficient in English, as to allow Participant to understand the terms of this Award Agreement and any other documents related to the Plan. If Participant has received this Award Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

17. Waiver.

Participant acknowledges that a waiver by the Company of breach of any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach by Participant or any other participant in the Plan.

18. Acknowledgement of Availability of Plan Prospectus.

Participant acknowledges that he or she has been provided with access to a copy of the Plan prospectus and Plan document, links to both of which are available below:

[EMBED LINK TO PLAN PROSPECTUS] [EMBED LINK TO PLAN DOCUMENT]

Paper copies of the Plan prospectus and Plan document are also available upon request from the Company's stock administration department, at the contact information provided on the cover page of the Plan prospectus.

19. Acknowledgement & Acceptance within 120 Days.

This grant is subject to acceptance, within 120 days of the Grant Date, by electronic acceptance through the website of UBS, the Company's stock option administrator. **Failure to accept the Option within 120 days of the Grant Date may result in cancellation of the Option.**

Signed for and on behalf of the Company:

David D. Petratis
Chairman and Chief Executive Officer
Allegion plc

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.

**Appendix
to**

**Allegion plc
Incentive Stock Plan of 2013**

**Global Stock Option Award Agreement
Country-Specific Terms and Conditions**

This Appendix includes special terms and conditions applicable to Participant if Participant is in one of the countries listed below. These terms and conditions supplement or replace (as indicated) the terms and conditions set forth in the Award Agreement. If Participant is a citizen or resident of a country other than the one in which he or she is currently working, or if Participant transfers employment or residency to another country after the Option is granted, the Company, in its discretion, will determine the extent to which the terms and conditions set forth in this Appendix will apply to the Participant.

This Appendix also includes information relating to exchange control, foreign asset / account reporting requirements and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of January 2019. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the Option is exercised or the Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to Participant's particular situation. The Company is not in a position to assure Participant of any particular result. Accordingly, Participant should seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation. Finally, if Participant is a citizen or resident of a country other than the one in which he or she is currently working, or if Participant transfers employment or residency to another country after the Option is granted, the information contained herein may not be applicable to Participant.

Australia

Tax Information. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in that Act).

Securities Law Information. If Participant acquires Shares under the Plan and subsequently offers the Shares for sale to a person or entity resident in Australia, such an offer may be subject to disclosure requirements under Australian law and Participant should obtain legal advice regarding any applicable disclosure requirements prior to making any such offer.

Belgium

Termination Due to Retirement. This provision replaces Section 3(e) of the Award Agreement:

Notwithstanding the provisions of Section 3(a) through (d) above, and unless Participant's employment terminates for cause as defined in Section 3(g) below, if Participant's employment terminates due to retirement under the retirement provisions of local law in Participant's country ("Retirement"), all unvested Options shall continue to vest according to their original vesting schedule and Participant shall have 5 years from the date of termination of active employment to exercise all vested Options.

Acknowledgement and Acceptance within 120 Days. This provision supplements Section 19 of the Award Agreement:

In addition to accepting the Option electronically through the website of UBS, the Company's stock option administrator, Participant must sign and return the following form regarding the acceptance of the Option.

Foreign Asset/Account Reporting Information. Participant is required to report any securities and bank or brokerage accounts held outside of Belgium on Participant's annual tax return. In a separate report, Belgian residents are required to provide the National Bank of Belgium with the account details of any such foreign accounts (including the account number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under the *Kredietcentrales / Centrales des crédits* caption.

(FYI only: translation of official Dutch version)

2019 Stock Option Award

Offer Date: The date this Award Agreement is delivered to you
Acceptance Date: The sixtieth (60th) day after the Offer Date
Cancellation Date: One-hundred and twenty-one (121) days after Grant Date
1st Exercise Date: Three (3) full calendar years after the Offer Date
(E.g., if Offer Date is in 2019, 1st Exercise Date is 1 January 2023)

Please tick **ONE** option

1. ACCEPTANCE OF STOCK OPTIONS WITHIN 60 DAYS

I accept the award of Stock Options offered to me on the *Offer Date*.

I understand and accept that - as a result of signing this letter within 60 days of the *Offer Date*, i.e., on or before the *Acceptance Date*, and returning it to EMEIA HR Representative - I will be subject to Belgian income tax^(*) at the time of the Acceptance Date on 23% of the value of the Shares underlying my award at the time of the *Offer Date*.

OR

2. ACCEPTANCE OF STOCK OPTIONS WITHIN 60 DAYS WITH UNDERTAKING

I accept the award of Stock Options offered to me on the *Offer Date*.

I understand and accept that - as a result of signing this letter within 60 days of the *Offer Date*, i.e., on or before the *Acceptance Date*, and returning it to EMEIA HR Representative - I will be subject to Belgian income tax^(*) with respect to the Stock Options at the time of the *Acceptance Date*.

I hereby confirm that I shall not exercise the Stock Options before the *1st Exercise Date* nor transfer the Stock Options. This undertaking is made pursuant to article 43 of the Law of March 26, 1999, with a view to obtaining the reduced lump sum valuation percentage of 11.5% of the value of the Shares underlying my award at the time of the *Offer Date*.

OR

3. ACCEPTANCE OF STOCK OPTIONS BETWEEN ACCEPTANCE DATE AND CANCELLATION DATE

I confirm I have received an award of Stock Options offered to me on the *Offer Date*.

I have been informed that my signature of acceptance on or before the *Acceptance Date* causes the award to be taxed at the time of the *Acceptance Date*, based on the 23% or 11.5% valuation depending on whether or not I agree that I will not exercise the Stock Options before the *1st Exercise Date* and whether or not I agree that I will not transfer the Stock Options. I understand that even if I do not agree that I will not transfer the Stock Options pursuant to this document, the Stock Options are subject to any other restriction on transfer set forth in the Allegion plc Incentive Stock Plan of 2013.

I understand and accept that as a result of signing this letter and returning it to EMEIA HR Representative after the **Acceptance Date**, my award will not be taxed at the time of the **Acceptance Date**. In this case, the current practice of the Belgian tax authorities is to tax the Stock Options at exercise. (*) The taxable amount will be based on the difference between the fair market value of the Shares at the time of exercise and the exercise price.

I understand and accept that if I do not sign and return this letter to EMEIA HR Representative prior to the Cancellation Date, the award of Stock Options may be cancelled.

Name:

PLEASE SIGN THE DUTCH VERSION

English translation FYI only

() In all three cases, the taxable benefit will be taxed at your marginal rate of income tax. This benefit may also be subject to Belgian social security contributions depending on the facts and circumstances.*

The Company does not provide tax advice. You are responsible to seek your own tax advice as appropriate.

2019 Stock Option Toekenning

Datum van Aanbod:	De datum dat de toekenningsovereenkomst aan u wordt bezorgd
Aanvaardingsdatum:	De zestigste (60 ^{ste}) dag volgend op de Datum van Aanbod
Annuleringsdatum:	Honderdeenentwintig (121) dagen na de Datum van Toekenning
1^e uitoefendatum:	Drie (3) volledige kalenderjaren na de Datum van Aanbod (Bv., indien de Datum van Aanbod in 2019 valt, is de 1e uitoefendatum 1 januari 2023)

Gelieve **één** optie aan te tikken:

1. AANVAARDING VAN AANDELENOPTIES BINNEN 60 DAGEN

Ik aanvaard de toekenning van de aandelenopties (“stock options”) die me werden aangeboden op de **Datum van Aanbod**.

Ik begrijp en aanvaard dat ik - door het tekenen van dit formulier en het binnen 60 dagen na de **Datum van Aanbod**, tzt vóór of op de **Aanvaardingsdatum**, aan EMEIA HR Representative te doen toekomen - op de Aanvaardingsdatum Belgische loonbelasting(*) zal betalen op 23% van de waarde van de onderliggende aandelen op de Datum van Aanbod.

2. AANVAARDING VAN AANDELENOPTIES MET VERBINTENIS BINNEN 60 DAGEN

OF:

Ik aanvaard de toekenning van de aandelenopties (“stock options”) die me werden aangeboden op de **Datum van Aanbod**.

Ik begrijp en aanvaard dat ik - door het tekenen van dit formulier en het binnen 60 dagen na de **Datum van Aanbod**, tzt vóór of op de **Aanvaardingsdatum**, aan EMEIA HR Representative te doen toekomen - op de Aanvaardingsdatum Belgische loonbelasting(*) zal betalen met betrekking tot de aandelenopties.

Verder bevestig ik hierbij dat ik de aandelenopties niet zal uitoefenen vóór de **1^e uitoefendatum** noch de aandelenopties zal overdragen. Deze toezegging wordt gedaan, verwijzend naar artikel 43 van de wet van 26 Maart 1999, met het oog op het toepassen van een verminderde belastbare waarde van 11.5% van de waarde van de onderliggende aandelen op de Datum van Aanbod.

OF:

3. AANVAARDING VAN AANDELENOPTIES Tussen Aanvaardingsdatum en Annuleringsdatum

Ik bevestig een toekenning te hebben ontvangen van aandelenopties (“stock options”) die me werden aangeboden op de **Datum van Aanbod**.

Ik werd ervan op de hoogte gesteld dat indien ik de aanvaardingsbrief zou ondertekenen vóór of op de **Aanvaardingsdatum**, ik met betrekking tot de aandelenopties belast zou worden op het moment van de Aanvaardingsdatum en dit op basis van 23% of 11.5% van de waarde van de onderliggende aandelen, afhankelijk van mijn niet dan wel akkoord gaan om de aandelenopties niet uit te kunnen uitoefenen vóór de **1^e uitoefendatum** en mijn niet dan wel akkoord gaan om de aandelenopties niet te kunnen overdragen. Ik begrijp dat zelfs indien ik niet akkoord ga om de aandelenopties niet over te dragen overeenkomstig dit document, de aandelenopties onderworpen zijn aan enige andere overdrachtsbeperking uiteengezet in het Allegion plc Incentive Stock Plan van 2013.

Ik begrijp en aanvaard dat door het tekenen van dit formulier en het aan EMEIA HR Representative te doen toekomen na de **Aanvaardingsdatum** het toegekende voordeel **niet** op de Aanvaardingsdatum belastbaar is, maar, krachtens de op het moment van toekenning in voege zijnde praktijk van de Belgische belastingautoriteiten, belastbaar wordt op het moment van uitoefening van de aandelenopties. ^(*) Het belastbaar voordeel zal berekend worden op basis van het verschil tussen de “Fair Market Value” van de aandelen op het moment van uitoefening en de uitoefenprijs.

Ik begrijp en aanvaard dat indien ik dit formulier niet onderteken en terugbezorg aan EMEIA HR Representative vóór de Annuleringsdatum, de toekenning van aandelenopties kan worden geannuleerd.

Naam:

Handtekening:

Datum

^() In alle drie gevallen zal het belastbaar voordeel worden belast aan uw marginale belastingvoet. Dit voordeel kan mogelijks ook onderworpen zijn aan Belgische sociale zekerheidsbijdragen afhankelijk van de feiten en omstandigheden.*

De Vennootschap geeft géén belasting advies. U bent verantwoordelijk om zonodig onafhankelijk belasting advies in te winnen.

Canada

Form of Payment for Options. Due to legal restrictions in Canada, Participant may not pay the exercise price or Tax-Related Items by surrendering Shares that he or she already owns or by attesting to the ownership of Shares.

Securities Law Information. Participant is permitted to sell Shares acquired under the Plan through UBS or such other broker designated under the Plan, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed. The Company's ordinary shares are currently traded on the New York Stock Exchange which is located outside of Canada, under the ticker symbol "ALLE" and Shares acquired under the Plan may be sold through this exchange.

Foreign Asset/Account Reporting Information. Participant is required to report his or her foreign specified property, including Shares and rights to receive Shares (e.g., Options), on form T1135 (Foreign Income Verification Statement) if the total cost of the foreign specified property exceeds C\$100,000 at any time during the year. Options must be reported (generally at a nil cost) if the C\$100,000 cost threshold is exceeded because of other foreign specified property held by Participant. When Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if other Shares are also owned, this ACB may have to be averaged with the ACB of the other Shares. *Participant should consult his or her personal tax advisor to ensure compliance with applicable reporting obligations.*

The following provisions will apply to Participant if he or she is a resident of Quebec:

Language Consent. The parties acknowledge that it is their express wish that the Award Agreement, including this Appendix, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Relatif à la Langue Utilisée. *Les parties reconnaissent avoir expressément souhaité que la convention («Award Agreement») ainsi que cette Annexe, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente convention, soient rédigés en langue anglaise.*

Data Privacy. This provision supplements Section 8 of the Award Agreement:

Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant further authorizes the Company, its Affiliates and UBS (or any other stock plan service provider that may be selected by the Company to assist with the Plan) to disclose and discuss the Plan with their respective advisors. Participant further authorizes the Company and its Affiliates to record such information and to keep such information in Participant's employee file.

China

Termination of Employment. The following provision replaces Section 3 of the Award Agreement:

Participant's rights with respect to the Option after termination of Participant's employment shall be as set forth below:

(a) General

If Participant's employment terminates due to any reason or in any circumstances not specified in Sections 3(b) through (g) below, Participant's right to exercise vested Options will expire 90 days following termination of active employment and all unvested Options shall be cancelled as of the date of termination of active employment.

(b) Group Termination

If Participant's employment terminates involuntarily by reason of a group termination (including, but not limited to, terminations resulting from sale of a business or division, outsourcing of an entire function, reduction in workforce or closing of a facility) (a "Group Termination Event"), any unvested Options that would have vested within 12 months following such termination of active employment shall become fully vested, all other unvested Options shall be cancelled as of the date of termination of active employment and all vested Options shall remain exercisable for 6 months (or such longer period as may be permitted by the State Administration of Foreign Exchange ("SAFE"), not to exceed 3 years) following termination of active employment.

(c) Job Elimination / Change / Relocation

If Participant's employment terminates involuntarily by reason of job elimination, substantial change in the nature of Participant's position or job relocation, Participant shall have 6 months (or such longer period as may be permitted by SAFE, not to exceed 1 year) from the date of termination of active employment to exercise vested Options and all unvested Options will be cancelled as of the date of termination of active employment.

(d) Termination Due to Disability

If Participant's employment terminates due to disability, all unvested Options shall vest as of the date of such termination of employment and vested Options shall remain exercisable for 6 months (or such longer period as may be permitted by SAFE, not to exceed 3 years) following termination of employment.

(e) Termination Due to Retirement

Notwithstanding the provisions of Section 3(a) through (d) above, and unless Participant's employment terminates for cause as defined in Section 3(g) below, if Participant's employment terminates after attainment of age 55 with at least 5 years of service ("Retirement"), all unvested Options shall vest as of the date of such termination of employment and vested Options shall remain exercisable for 6 months (or such longer period as may be permitted by SAFE, not to exceed 5 years) following termination of employment.

(f) Termination Due to Death

Notwithstanding the provisions of Section 3(e) above, if Participant's employment terminates due to death, all unvested Options shall vest as of the date of such termination of employment and vested Options shall remain exercisable for 6 months (or such longer period as may be permitted by SAFE, not to exceed 3 years) following termination of employment.

(g) Termination for Cause

In the event Participant's employment is terminated for cause, all Options, whether vested or unvested, shall be cancelled immediately upon termination of active employment. For purposes of this Section 3(g), "cause" shall mean (i) any action by Participant involving willful malfeasance or willful gross misconduct having a demonstrable adverse effect on the Company or an Affiliate; (ii) Participant being convicted of a felony under the laws of the United States or any state or district (or the equivalent in any foreign jurisdiction); or (iii) any material violation of the Company's code of conduct, as in effect from time to time.

(h) Expiration of Options

Notwithstanding the provisions of Sections 3(a) through (g) above, in no event shall any portion of the Options be exercisable more than 10 years after the Grant Date.

Form of Payment for Options. To facilitate compliance with any applicable laws or regulations in China, Participant will be required to pay the exercise price through the delivery of irrevocable instructions to a broker to sell all of the Shares obtained upon exercise of the Option and to deliver promptly to the Company an amount out of the proceeds of such sale equal to the aggregate exercise price for the Shares being purchased. The remaining proceeds of the sale of the Shares, less any Tax-Related Items and broker's fees or commissions, will be remitted to Participant in accordance with any applicable exchange control laws and regulations. The Company reserves the right to allow additional forms of payment depending on the development of local law.

Exchange Control Restrictions. Participant understands and agrees that, if he or she is a national of the People's Republic of China (the "PRC") and subject to exchange control restrictions in China, he or she will be required to immediately repatriate the proceeds of the sale of Shares to China. Participant further understands that the repatriation of such funds may need to be effected through a special exchange control account established by the Company or an Affiliate and he or she hereby consents and agrees that such funds may be transferred to such special account prior to being delivered to Participant's personal account.

Participant also understands that the Company will deliver any sale proceeds to Participant as soon as practicable, but that there may be delays in distributing the funds due to exchange control requirements in China. Proceeds may be paid to Participant in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, Participant will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid in local currency, the Company is under no obligation to secure any particular currency conversion rate and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions, and Participant agrees to bear any currency fluctuation risk between the time the Shares are sold and the time (i) the Tax-Related Items are converted to local currency and remitted to the tax authorities and/or (ii) the net proceeds are converted to local currency and distributed to Participant.

Participant further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Exchange Control Information. PRC residents are required to report to SAFE details of their foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-PRC residents, either directly or through financial institutions. Under these rules, Participant may be subject to reporting obligations for the Option and/or the Shares acquired under the Plan and any Plan-related transactions.

France

Option Not Tax-Qualified. The Option is not intended to be French tax-qualified.

Termination Due to Retirement. This provision replaces Section 3(e) of the Award Agreement:

Notwithstanding the provisions of Section 3(a) through (d) above, and unless Participant's employment terminates for cause as defined in Section 3(g) below, if Participant's employment terminates due to retirement under the retirement provisions of local law in Participant's country ("Retirement"), all unvested Options shall continue to vest according to their original vesting schedule and Participant shall have 5 years from the date of termination of active employment to exercise all vested Options.

Language Consent. In accepting the Option, Participant confirms having read and understood the documents relating to the Option (the Plan and the Award Agreement including this Appendix), which were provided in English. Participant accepts the terms of those documents accordingly.

Consentement Relatif à la Langue Utilisée. *En acceptant cette Attribution, le Participant confirme avoir lu et compris les documents relatifs à cette Attribution (le Plan, le Contrat d'Attribution incluant cette Annexe), qui ont été remis en langue anglaise. Le Participant accepte les termes de ces documents en conséquence.*

Foreign Asset/Account Reporting Information. Participant is required to report any Shares and foreign bank accounts, including accounts closed during the tax year, to the French tax authorities when filing his or her annual tax return.

Germany

Termination Due to Retirement. This provision replaces Section 3(e) of the Award Agreement:

Notwithstanding the provisions of Section 3(a) through (d) above, and unless Participant's employment terminates for cause as defined in Section 3(g) below, if Participant's employment terminates due to retirement under the retirement provisions of local law in Participant's country ("Retirement"), all unvested Options shall continue to vest according to their original vesting schedule and Participant shall have 5 years from the date of termination of active employment to exercise all vested Options.

Exchange Control Information. Participant must report any cross-border payments in excess of €12,500 to the German Federal Bank (*Bundesbank*). The report must be filed electronically by the 5th day of the month following the month in which the payment occurred. The form of report (*Allgemeine Meldeportal Statistik*) can be accessed via the Bundesbank's website (www.bundesbank.de). *Participant should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

Hong Kong

Nature of Scheme. The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance ("ORSO").

Vesting. This provision supplements Section 1 of the Award Agreement:

Shares received under the Plan are accepted as a personal investment. In the event the Option vests and the Participant exercises the Option within six months of the Grant Date, Participant agrees that he or she will not sell the Shares acquired upon exercise prior to the six-month anniversary of the Grant Date.

Securities Law Information. *The Option and the Shares issued upon exercise of the Option do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company or its Affiliates.*

The Award Agreement, including this Appendix, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong, nor have the documents been reviewed by any regulatory authority in Hong Kong. The Award Agreement, including this Appendix, the Plan and other incidental communication materials are intended only for the personal use of each eligible employee and not for distribution to any other person. Participant is advised to exercise caution in relation to the Option. If Participant has questions about any of the contents of the Award Agreement, including this Appendix, or the Plan, he or she should contact a legal or other professional advisor.

Italy

Form of Payment for Options. Due to legal restrictions in Italy, Participant will be required to pay the exercise price through the delivery of irrevocable instructions to a broker to sell all of the Shares obtained upon exercise of the Option and to deliver promptly to the Company an amount out of the proceeds of such sale equal to the aggregate exercise price for the Shares being purchased. The remaining proceeds of the sale of the Shares, less any Tax-Related Items and broker’s fees or commissions, will be remitted to Participant. The Company reserves the right to allow additional forms of payment depending on the development of local law.

Termination Due to Retirement. This provision replaces Section 3(e) of the Award Agreement:

Notwithstanding the provisions of Section 3(a) through (d) above, and unless Participant’s employment terminates for cause as defined in Section 3(g) below, if Participant’s employment terminates due to retirement under the retirement provisions of local law in Participant’s country (“Retirement”), all unvested Options shall continue to vest according to their original vesting schedule and Participant shall have 5 years from the date of termination of active employment to exercise all vested Options.

Document Acknowledgment. By accepting the Option, Participant acknowledges that he or she has received a copy of, and has reviewed the Plan and the Award Agreement, including this Appendix, in their entirety and fully understands and accepts all provisions of the Plan and the Award Agreement, including this Appendix.

Participant further acknowledges that Participant has read and specifically and expressly agrees to the following provisions of the Award Agreement: (i) Responsibility for Taxes; (ii) Electronic Delivery and Participation; (iii) Recoupment Provision; (iv) Choice of Law and Venue; and (v) the Form of Payment for Options provision set forth above.

Foreign Asset/Account Reporting Information. Italian residents who, at any time during the fiscal year, hold investments abroad and/or foreign financial assets (including Shares and cash) which may generate income taxable in Italy are required to report such investments and assets on their annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due. These reporting obligations also apply to Italian residents who are the beneficial owners of the investments abroad or foreign financial assets under Italian money laundering provisions. *Participant should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

Mexico

Labor Law Policy and Acknowledgment. By accepting the Option, Participant expressly recognizes that Allegion plc, with registered offices at Earlsfort Centre, Earlsfort Terrace, Dublin, Ireland, is solely responsible for the administration of the Plan and that Participant’s participation in the Plan and acquisition of Shares do not constitute an employment relationship between Participant and the Company since Participant is participating in the Plan on a wholly commercial basis and Participant’s sole Employer is Allegion de Mexico,

S. de R.L. de C.V. or Schlage de Mexico SA de CV (“Allegion-Mexico”). Based on the foregoing, Participant expressly recognizes that the Plan and the benefits that Participant may derive from his or her participation in the Plan do not establish any rights between Participant and Allegion-Mexico, and do not form part of the employment conditions and/or benefits provided by Allegion-Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of Participant’s employment.

Participant further understands that his or her participation in the Plan is a result of a unilateral and discretionary decision of the Company; therefore, the Company reserves the absolute right to amend and/or discontinue Participant’s participation at any time without any liability to Participant.

Finally, Participant hereby declares that he or she does not reserve any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and Participant therefore grants a full and broad release to the Company, its Affiliates, branches, representation offices, its shareholders, officers, agents or legal representatives with respect to any claim that may arise.

Plan Document Acknowledgment. By accepting the Option, Participant acknowledges that he or she has received a copy of the Plan, has reviewed the Plan and the Award Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Award Agreement. In addition, by accepting the Option, Participant further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in Section 6 of the Award Agreement (“Nature of the Grant.”), in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) neither the Company, the Employer nor any Affiliate is responsible for any decrease in the value of the Shares underlying the Option.

Política de la Ley Laboral y Reconocimiento. *Al aceptar la Opción, el Participante reconoce expresamente que Allegion plc, con oficinas registradas ubicadas a Earlsfort Centre, Earlsfort Terrace, Dublin, Ireland, es el único responsable de la administración del Plan y que participación del Participante en el mismo y la adquisición de Acciones no constituye de ninguna manera una relación laboral entre el Participante y la Compañía, debido a que la participación de esa persona en el Plan deriva únicamente de una relación comercial y el único Patrón del participante es Allegion de Mexico, S. de R.L. de C.V. o Schlage de Mexico SA de CV (“Allegion-México”). Derivado de lo anterior, el Participante reconoce expresamente que el Plan y los beneficios que pudieran derivar para el Participante por su participación en el mismo, no establecen ningún derecho entre el Participante y Allegion-México, y no forman parte de las condiciones laborales y/o prestaciones otorgadas por Allegion-México, y cualquier modificación al Plan o la terminación del mismo de ninguna manera podrá ser interpretada como una modificación o desmejora de los términos y condiciones de trabajo del Participante.*

Asimismo, el Participante reconoce que su participación en el Plan es resultado de la decisión unilateral y discrecional de la Compañía, por lo tanto, la Compañía se reserva el derecho absoluto para modificar y/o discontinuar la participación del Participante en cualquier momento, sin ninguna responsabilidad hacia el Participante.

Finalmente el Participante manifiesta que no se reserva ninguna acción o derecho que ejercitar en contra de la Compañía, por cualquier compensación o daños o perjuicios en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia exime amplia y completamente a la Compañía, sus Afiliadas, sucursales, oficinas de representación, sus accionistas, administradores, agentes y

representantes legales con respecto a cualquier reclamo que pudiera surgir.

Reconocimiento de Documentos del Plan. *Al aceptar la Opción, el Participante reconoce que ha recibido una copia del Plan, que ha revisado el Plan y el Acuerdo de Concesión en su totalidad y entiende y acepta los términos del Plan y del Acuerdo de Concesión. Adicionalmente, al aceptar la Opción, el Participante reconoce que ha leído y especifica y expresamente aprueba los términos y condiciones del Sección 6 del Acuerdo de Concesión (denominado “Naturaleza de la Concesión”), donde claramente se establece que (i) la participación en el Plan no constituye un derecho adquirido, (ii) el Plan y la participación en el Plan es ofrecido por la Compañía en forma totalmente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) ni la Compañía ni el Patrón ni su Afiliada es responsable por el decremento en el valor de las acciones de la Opción.*

Netherlands

Termination Due to Retirement. This provision replaces Section 3(e) of the Award Agreement:

Notwithstanding the provisions of Section 3(a) through (d) above, and unless Participant’s employment terminates for cause as defined in Section 3(g) below, if Participant’s employment terminates due to retirement under the retirement provisions of local law in Participant’s country (“Retirement”), all unvested Options shall continue to vest according to their original vesting schedule and Participant shall have 5 years from the date of termination of active employment to exercise all vested Options.

Poland

Exchange Control Information. Polish residents holding foreign securities (including Shares) and maintaining accounts abroad must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (when combined with all other assets held abroad) exceeds PLN 7,000,000. If required, the reports must be filed on a quarterly basis on special forms available on the website of the National Bank of Poland. Any transfer of funds in excess of a specified threshold (currently €15,000, or PLN 15,000 if such transfer of funds is connected with business activity of an entrepreneur) must be effected through a bank account in Poland. Participant should maintain evidence of such foreign exchange transactions for five years, in case of a request for production of same by the National Bank of Poland.

United Kingdom (the “U.K.”)

Termination Due to Retirement. This provision replaces Section 3(e) of the Award Agreement:

Notwithstanding the provisions of Section 3(a) through (d) above, and unless Participant’s employment terminates for cause as defined in Section 3(g) below, if Participant’s employment terminates due to retirement under the retirement provisions of local law in Participant’s country (“Retirement”), all unvested Options shall continue to vest according to their original vesting schedule and Participant shall have 5 years from the date of termination of active employment to exercise all vested Options.

Responsibility for Taxes. This provision supplements Section 5 of the Award Agreement:

Without limitation to Section 5 of the Award Agreement, Participant agrees that Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or the Employer or by Her Majesty’s Revenue and Customs (“HMRC”) (or any other tax authority or any other relevant authority). Participant also agrees to indemnify and keep indemnified the Company and

the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on Participant's behalf.

Notwithstanding the foregoing, if Participant is an executive officer or director (as within the meaning of Section 13(k) of the Act), the terms of the immediately foregoing provision will not apply. In the event that Participant is an executive officer or director and the income tax is not collected from or paid by Participant within ninety (90) days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income tax may constitute a benefit to Participant on which additional income tax and national insurance contributions may be payable. Participant acknowledges that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to the HMRC under the self-assessment regime and for paying the Company or the Employer, as applicable, for the value of any employee national insurance contributions due on this additional benefit.

United States

There are no country-specific provisions.

Allegion plc
Incentive Stock Plan of 2013

Global Performance Stock Unit Award Agreement
For the 20XX - 20XX Performance Period
Dated as of [Grant Date] ("Grant Date")

Allegion plc (the "Company") hereby grants to **[insert name]** ("Participant") a performance stock unit award (the "PSUs") pursuant to and subject to the terms and conditions set forth in the Company's Incentive Stock Plan of 2013 (the "Plan"), including the terms and conditions for Performance-Based Awards as set forth in Section 8(b) of the Plan. Unless otherwise defined herein, the terms defined in the Plan shall have the same meanings in this Performance Stock Unit Award Agreement ("the Award Agreement").

Each PSU that vests pursuant to the terms of this Award Agreement shall provide Participant with the right to receive one ordinary share of the Company (the "Share") on the issuance date described in Section 6 below. The number of Shares subject to the PSUs, the performance and service vesting conditions applicable to such Shares, the date on which vested Shares shall become issuable and any further terms and conditions governing the PSUs shall be as set forth in this Award Agreement, including any country-specific terms set forth in the attached Appendix B for Participant's country.

1. Number of Shares.

The number of Shares subject to the PSUs at target performance level is **[insert number of Shares subject to PSUs at target]**. The maximum number of Shares subject to the PSUs is **[insert maximum number of Shares subject to PSUs]** Shares, provided, however, that the actual number of Shares that become issuable pursuant to the PSUs shall be determined in accordance with the fulfillment of certain performance conditions set forth in the attached Appendix A and the additional vesting requirements set forth in Section 5 below.

2. Performance Period.

The performance period applicable to the PSUs is **[insert performance period]** (the "Performance Period").

3. Vesting.

Participant's right to receive Shares subject to the PSUs shall vest in accordance with the performance conditions set forth in the attached Appendix A and subject to the additional vesting requirements set forth in Section 5 below.

4. Dividend Equivalents.

Participant shall be entitled to receive an amount equal to any cash dividend paid by the Company upon one Share for each PSU held by Participant when such dividend is paid ("Dividend Equivalent"), provided that (i) Participant shall have no right to receive the Dividend Equivalents unless and until the associated PSUs vest, (ii) Dividend Equivalents shall not accrue interest and (iii) Dividend Equivalents shall be paid in cash at the time that the associated PSUs vest.

5. Termination of Employment.

(a) Group Termination; Job Elimination / Change / Relocation

If Participant's employment terminates involuntarily by reason of (i) a group termination (including, but not limited to, terminations resulting from sale of a business or division, outsourcing of an entire function, reduction in workforce or closing of a facility) (a "Group Termination Event") or (ii) job elimination, substantial change in the nature of Participant's position or job relocation, a pro-rated number of Shares, based on the fulfillment of the performance vesting conditions as measured at the end of the Performance Period and determined by the Committee in Section 6 below and the number of days during the Performance Period that Participant was actively employed by the Company or an Affiliate, shall vest. All other PSUs and associated Dividend Equivalents shall be forfeited and Participant shall have no right to or interest in such PSUs, the underlying Shares or any associated Dividend Equivalents.

(b) Termination Due to Death or

(c)

If Participant's employment terminates by reason of death or disability, a pro-rated number of Shares, based on the fulfillment of the performance vesting conditions at target level performance and the number of days during the Performance Period that Participant was actively employed by the Company or an Affiliate, shall vest. All other PSUs and associated Dividend Equivalents shall be forfeited and Participant shall have no right to or interest in such PSUs, the underlying Shares or any associated Dividend Equivalents.

(c) Termination Due to Retirement

If Participant's employment terminates after attainment of age 55 with at least 5 years of service ("Retirement"), and unless Participant's employment terminates for cause, as defined in Section 5(d) below, a pro-rated number of Shares, based on the fulfillment of the performance vesting conditions as measured at the end of the Performance Period and determined by the Committee in Section 6 below and the number of days during the Performance Period that Participant was actively employed by the Company or an Affiliate, shall vest. All other PSUs and associated Dividend Equivalents shall be forfeited and Participant shall have no right to or interest in such PSUs, the underlying Shares or any associated Dividend Equivalents.

(d) Termination Due to Any Other Reason

If Participant's employment terminates (i) for any reason or in any circumstances other than those specified in Sections 5 (a), (b) and (c) above or (ii) for cause in the circumstances specified in Section 5(c) above, all PSUs and any associated Dividend Equivalents shall be forfeited as of the date of termination of active employment and Participant shall have no right to or interest in such PSUs, the underlying Shares or any associated Dividend Equivalents. For purposes of this Section 5(d), "cause" shall mean (x) any action by Participant involving willful malfeasance or willful gross misconduct having a demonstrable adverse effect on the Company or an Affiliate; (y) Participant being convicted of a felony under the laws of the United States or any state or district (or the equivalent in any foreign jurisdiction); or (z) any material violation of the Company's code of conduct, as in effect from time to time.

6. Settlement.

On a date as soon as practicable following the end of the Performance Period, the Committee shall certify the extent to which the performance vesting conditions set forth in Appendix A have been met (the "Certification Date"). As soon as practicable thereafter, the Company shall cause to be issued to Participant Shares with respect to any PSUs that became vested on the Certification Date, provided that Participant was

employed by the Company or an Affiliate on the Certification Date (unless otherwise provided in Sections 5(a), (b) or (c) above). Notwithstanding the foregoing, the Committee has the sole discretion to make downward adjustments to the award amount determined pursuant to Appendix A, including an adjustment such that no Shares are issued to Participant, regardless of the fulfillment of the performance vesting conditions set forth in Appendix A. Notwithstanding the foregoing, if the Participant's employment terminates in the circumstances set forth in Section 5(b) above, then on or as soon as practicable after such termination of employment, the Company shall cause to be issued to Participant Shares with respect to any PSUs that became vested pursuant to such section. Shares issued pursuant to this Section 6 shall be fully paid and non-assessable. Participant will not have any of the rights or privileges of a shareholder of the Company in respect of any Shares subject to the PSUs unless and until such Shares have been issued to Participant.

7. Change in Control.

In the event of a Change in Control, the treatment of the PSUs will be governed by the terms of the Plan.

8. Responsibility for Taxes.

Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant ("Tax-Related Items") is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PSUs; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the PSUs to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

To satisfy any withholding obligations of the Company and/or the Employer with respect to Tax-Related Items, the Company will withhold Shares otherwise issuable upon settlement of the PSUs. Alternatively, or in addition, in connection with any applicable taxable or tax withholding event, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

- (a) withholding from Participant's wages or other cash compensation paid to Participant by the Company or the Employer,
- (b) withholding from proceeds of the sale of Shares acquired upon settlement of the PSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization without further consent) and/or
- (c) requiring Participant to tender a cash payment to the Company or an Affiliate in the amount of the Tax-Related Items;

provided, however, that if Participant is a Section 16 officer of the Company under the Act, the withholding methods described in this Section 8(a), (b) and (c) will only be used if the Committee (as constituted to satisfy

Rule 16b-3 of the Act) determines, in advance of the applicable withholding event, that one such withholding method will be used in lieu of withholding Shares.

The Company may withhold for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates, in which case Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent amount in Shares. If the obligation for Tax-Related Items is satisfied by withholding Shares, for tax purposes, Participant is deemed to have been issued the full number of Shares subject to the vested portion of the PSUs, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

9. Nature of Grant.

In accepting the PSUs, Participant acknowledges, understands and agrees that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be amended, altered or discontinued by the Company at any time, to the extent permitted by the Plan;
 - (b) the grant of the PSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of performance stock units, or benefits in lieu of performance stock units, even if performance stock units have been granted in the past;
 - (c) all decisions with respect to future performance stock unit grants, if any, will be at the sole discretion of the Company;
 - (d) Participant is voluntarily participating in the Plan;
 - (e) the PSUs and the Shares subject to the PSUs, and the income and value of same, are not intended to replace any pension rights or compensation;
 - (f) the PSUs and the Shares subject to the PSUs, and the income and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
 - (g) unless otherwise agreed with the Company, the PSUs and the Shares subject to the PSUs, and the income and value of same, are not granted as consideration for, or in connection with, services Participant may provide as a director of an Affiliate;
 - (h) the PSU grant and Participant's participation in the Plan will not create a right to employment or be interpreted as forming or amending an employment or service contract with the Company, the Employer or any Affiliate and will not interfere with the ability of the Company, the Employer or any Affiliate, as applicable, to terminate Participant's employment or service relationship (if any);
 - (i) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;
-

(j) no claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs resulting from Participant ceasing to provide employment or other services to the Company or the Employer (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any) or from cancellation of the PSUs or recoupment of any financial gain resulting from the PSUs as described in Section 16 below;

(k) for purposes of the PSUs, Participant's employment or other service relationship will be considered terminated as of the date Participant is no longer actively providing services to the Company or one of its Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), and, unless otherwise expressly provided in this Award Agreement or determined by the Company, Participant's right to vest in the PSUs under the Plan, if any, will terminate as of such date, or will be measured with reference to such date in the case of a Group Termination Event (or other termination described in Section 5(a) above), Retirement or termination due to death or disability, and will not be extended by any notice period (e.g., Participant's period of active service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any); the Committee shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the PSUs (including whether Participant may still be considered to be providing services while on a leave of absence);

(l) unless otherwise provided in the Plan or by the Company, in its discretion, the PSUs and the benefits evidenced by this Award Agreement do not create any entitlement to have the PSUs or any such benefits transferred to, or assumed by another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares; and

(m) neither the Company, nor the Employer nor any Affiliate will be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the PSUs or of any amounts due to Participant pursuant to the settlement of the PSUs or the subsequent sale of any Shares acquired upon settlement.

10. No Advice Regarding Grant.

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan or his or her acquisition or sale of the underlying Shares. Participant should consult with his or her own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

11. Data Privacy.

(a) ***Data Collection and Usage. The Company and the Employer may collect, process and use certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all PSUs granted under the Plan or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the purposes of implementing, administering and managing the Plan. The Company, with its registered address at Block D, Iveagh Court, Harcourt Road, Dublin 2, Ireland, acts as the data controller in respect of such Data.***

For Participants in the European Union / European Economic Area, the legal basis for the processing of Data is that it is necessary for the performance of the Company's contractual obligation to deliver Shares (if the conditions of the Plan and the Award Agreement are satisfied) and, generally, to manage and administer Participant's participation in the Plan.

For Participants outside of the European Union / European Economic Area, the legal basis for the processing of Data is Participant's consent.

(b) Stock Plan Administration Service Providers. The Company transfers Data to UBS, Broadridge Output Solutions, Inc., Cognizant Worldwide Limited, DG3, HCL Technologies Limited, Iron Mountain, Solium Capital, Taylor Communications, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Data with such other provider serving in a similar manner. Participant may be asked to acknowledge or (where applicable) agree to separate terms and data processing practices with the service provider, with such agreement (where applicable) being a condition to the ability to participate in the Plan.

(c) International Data Transfers. The Company and its service providers are based in the United States. Participant's country or jurisdiction may have different data privacy laws and protections than the United States. For example, the European Commission has issued a limited adequacy finding with respect to the United States that applies only to the extent a company registers for the EU-U.S. Privacy Shield program.

For Participants in the European Union / European Economic Area, the legal basis for the transfer of Data is that it is necessary for the performance of the Company's contractual obligation to deliver Shares (if the conditions of the Plan and the Award Agreement are satisfied) and, generally, to manage and administer Participant's participation in the Plan.

For Participants outside of the European Union / European Economic Area, the legal basis for the transfer of Data is Participant's consent.

(d) Data Retention. The Company will hold and use Data only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, labor and securities laws.

(e) Data Subject Rights. Participant may have a number of rights under the data privacy laws in his or her jurisdiction. Depending on where Participant is based, such rights may include the right to (i) request access or copies of Data the Company processes, (ii) rectification of incorrect Data, (iii) deletion of Data, (iv) restrictions on processing of Data, (v) portability of Data, (vi) lodge complaints with competent authorities in Participant's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarification regarding these rights or to exercise these rights, Participant understands that he or she can contact Dataprivacy@Allegion.com.

(f) Declaration of Consent (for Participants outside of the European Union / European Economic Area Only). By accepting this award of PSUs and indicating consent via the Company's online acceptance procedure, Participant is declaring that he or she agrees with the data processing practices described herein and consents to the collection, processing and use of Data by the Company and the transfer of Data to the recipients mentioned herein, including recipients located in countries which may not have a similar level of protection from the perspective of the data protection laws in Participant's country.

Participation in the Plan is voluntary and Participant is providing the consents described herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, Participant's salary from or employment and career with the Employer will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant PSUs under the Plan to Participant or administer or maintain Participant's participation in the Plan.

12. Electronic Delivery and Participation.

The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan by electronic means or to request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

13. Insider Trading/Market Abuse Laws.

Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions including, but not limited to, the United States and Participant's country of residence, which may affect Participant's ability to accept, acquire, sell or otherwise dispose of Shares or rights to Shares (e.g., PSUs) or rights linked to the value of Shares under the Plan during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws in Participant's country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy.

14. Country-Specific Terms and Conditions.

Notwithstanding any provisions in this Award Agreement, the PSUs and the Shares subject to the PSUs shall be subject to any special terms and conditions for Participant's country set forth in the attached Appendix B. Moreover, if Participant relocates to one of the countries included in Appendix B, the special terms and conditions for such country will apply to Participant to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix B constitutes part of this Award Agreement.

15. Imposition of Other Requirements.

This grant is subject to, and limited by, all applicable laws and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required. Participant agrees that the Company shall have unilateral authority to amend the Plan and this Award Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to the issuance of Shares. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the PSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

16. Recoupment Provision.

In the event that Participant commits fraud or engages in intentional misconduct that results in a need for the Company to restate its financial statements, then the Committee may direct the Company to (i) cancel any outstanding portion of the PSUs and (ii) recover all or a portion of the financial gain realized by Participant

through the PSUs. Further, Participant agrees that the PSUs and any financial gain realized by Participant through the PSUs shall be subject to forfeiture and/or repayment to the Company to the extent required to comply with any applicable laws or the rules and regulations of the securities exchange or inter-dealer quotation system on which the Shares are listed or quoted, including, without limitation, pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

17. Choice of Law and Venue.

The PSU grant and the provisions of this Award Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to such state's conflict of laws or provisions, as provided in the Plan. For purposes of litigating any dispute that arises under this grant or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of Delaware and agree that such litigation shall be conducted in the courts of New Castle County, Delaware, or the federal courts for the United States for the District of Delaware, where this grant is made and/or to be performed.

18. Severability.

The provisions of this Award Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

19. Language.

Participant acknowledges and represents that he or she is proficient in the English language or has consulted with an advisor who is sufficiently proficient in English, as to allow Participant to understand the terms of this Award Agreement and any other documents related to the Plan. If Participant has received this Award Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

20. Waiver.

Participant acknowledges that a waiver by the Company of breach of any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach by Participant or any other participant in the Plan.

21. Acknowledgement of Availability of Plan Prospectus.

Participant acknowledges that he or she has been provided with access to a copy of the Plan prospectus and Plan document, links to both of which are available below:

[EMBED LINK TO PLAN PROSPECTUS] [EMBED LINK TO PLAN DOCUMENT]

Paper copies of the Plan prospectus and Plan document are also available upon request from the Company's stock administration department, at the contact information provided on the cover page of the Plan prospectus.

22. Acknowledgement & Acceptance within 120 Days.

This grant is subject to acceptance, within 120 days of the Grant Date, by electronic acceptance through the website of UBS, the Company's stock plan administrator. **Failure to accept the PSUs within 120 days of the Grant Date may result in cancellation of the PSUs.**

Signed for and on behalf of the Company:

David D. Petratis
Chairman and Chief Executive Officer
Allegion plc

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933

Appendix A
to

Allegion plc
Incentive Stock Plan of 2013

Global Performance Stock Unit Award Agreement
For the 20XX - 20XX Performance Period

Performance Conditions

50% of PSU Achievement

Based on Earnings Per Share (“EPS”) growth versus pre-established threshold, target and maximum goals

The number of Shares subject to the PSUs that are eligible to vest based upon the attainment level of the EPS performance goal during the Performance Period shall be equal to the product of (a) 50%, multiplied by (b) the number of Shares subject to the PSUs at the target performance level set forth in Section 1 of the Agreement, multiplied by (c) the applicable Payout Level set forth below.

Performance Level	EPS Performance	Payout Level
Below Threshold	< \$x.xx / share	0% (no payout)
Threshold	\$x.xx / share	50%
Target	\$x.xx / share	100%
Maximum	≥ \$x.xx / share	200%

- Performance attainment at levels among the Threshold, Target and Maximum goals will be subject to interpolation.
 - EPS is calculated based on the Company’s diluted earnings per share from continuing operations as determined in accordance with U.S. generally accepted accounting principles (“GAAP”), adjusted to remove the effect of (i) charges for unusual or infrequently occurring items as determined under GAAP, and (ii) the following items:
 - Costs associated with acquisitions or divestitures of a business or assets, without regard to whether the transaction is consummated, including: (a) any gains or losses from the transaction, including any liability or assets associated with the acquisition or divestiture, (b) professional fees, taxes and expenses related to the transaction and the integration of such transaction, and (c) any one-time costs related to purchase accounting recorded only within the first year.
 - Costs arising from business restructurings, including facility closures, severance, professional fees, work stoppage or business interruption costs.
 - Gains or losses resulting from the Company's refinancing of its debt obligations including professional fees associated with the issuance of indebtedness or the amendment, waiver or restructuring of the principal and terms of existing indebtedness.
 - Gains or losses resulting from legal and tax matters such as litigation, audits, similar tax inquiries or voluntary disclosure projects that were initiated prior to the Company's spin-off from Ingersoll Rand, including costs arising from the settlement of litigation or tax claims.
-

- Significant gains or losses on the sale of assets
- The Company's recognition of impairment charges in accordance with GAAP for its goodwill, indefinite-lived intangible assets and investments.
- The impact of any change in applicable accounting principles, tax laws or other laws or provisions affecting reported results
- Foreign currency loss associated with a devaluation.
- Separation related costs resulting from the Company's spin-off from Ingersoll Rand.
- The Company's recognition of asset impairment charges in accordance with GAAP triggered by the Company's spin-off from Ingersoll Rand.

50% of PSU Achievement

Based on Total Shareholder Return (“TSR”) versus S&P 400 Capital Goods Index

The number of Shares subject to the PSUs that are eligible to vest based upon the attainment level of the TSR performance goal during the Performance Period shall be equal to the product of (a) 50%, multiplied by (b) the number of Shares subject to the PSUs at the target performance level set forth in Section 1 of the Agreement, multiplied by (c) the applicable Payout Level set forth below.

Performance Level	EPS Performance	Payout Level
Below Threshold	< 25th percentile	0% (no payout)
Threshold	25th percentile	50%
Target	50th percentile	100%
Maximum	≥ 75th percentile	200%

- For purposes of measuring TSR over the Performance Period, a point-to-point measurement is used. TSR is defined as the total return dollars (stock price appreciation plus dividends) at the end of the Performance Period compared to the stock price at the beginning of the Performance Period.
 - TSR will be compared against TSR of the companies in the S&P 400 Capital Goods Index to determine relative performance during the Performance Period.
 - To account for stock price volatility, the average of the closing price over the 30 trading days ending on the first day of the Performance Period and the 30 trading days ending on the last day of the Performance Period will be used as the applicable stock price for purposes of the calculation of TSR.
 - If TSR in the final year of the Performance Period is not positive (*i.e.*, greater than 0%), payout cannot exceed the Payout Level for Target for the TSR portion of the award.
 - Performance attainment at levels among the Threshold, Target and Maximum goals will be subject to interpolation.
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Appendix B
to

Allegion plc
Incentive Stock Plan of 2013

Global Performance Stock Unit Award Agreement
For the 20XX - 20XX Performance Period

Country-Specific Terms and Conditions

This Appendix B includes special terms and conditions applicable to Participant if Participant is in one of the countries listed below. These terms and conditions supplement or replace (as indicated) the terms and conditions set forth in the Award Agreement. If Participant is a citizen or resident of a country other than the one in which he or she is currently working, or if Participant transfers employment or residency to another country after the PSUs are granted, the Company, in its discretion, will determine the extent to which the terms and conditions set forth in this Appendix B will apply to the Participant.

This Appendix B also includes information relating to exchange control, foreign asset / account reporting requirements and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of January 2019. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the PSUs vest or the Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to Participant's particular situation. The Company is not in a position to assure Participant of any particular result. Accordingly, Participant should seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation. Finally, if Participant is a citizen or resident of a country other than the one in which he or she is currently working, or if Participant transfers employment or residency to another country after the PSUs are granted, the information contained herein may not be applicable to Participant.

Australia

Offer Document.

The Company is pleased to provide Participant with this offer to participate in the Plan. This offer sets out information regarding the grant of PSUs to Australian-resident employees and directors of the Company and its Affiliates. This offer is provided by the Company to ensure compliance of the Plan with the Australian Securities and Investments Commission's ("ASIC") Class Order 14/1000 and relevant provisions of the Corporations Act 2001.

In addition to the information set out in the Award Agreement, Participant is also being provided with copies of the following documents:

- 1) the Plan;
- 2) U.S. prospectus for the Plan; and
- 3) Employee Information Supplement for Australia

(collectively, the "Additional Documents").

The Additional Documents provide further information to help Participant make an informed investment decision about participating in the Plan. Neither the Plan nor the U.S. prospectus for the Plan is a prospectus for the purposes of the Corporations Act 2001, and they have not been modified for Australia.

Participant should not rely upon any oral statements made in relation to this offer. Participant should rely only upon the statements contained in the Award Agreement and the Additional Documents when considering participation in the Plan.

Securities Law Information.

Investment in Shares involves a degree of risk. Participants who elect to participate in the Plan should monitor their participation and consider all risk factors relevant to the acquisition of Shares under the Plan as set out in the Award Agreement and the Additional Documents.

The information contained in this offer is general information only. It is not advice or information that takes into account Participant's objectives, financial situation and needs.

Participants should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice.

Additional Risk Factors for Australian Residents.

Participants should have regard to risk factors relevant to investment in securities generally and, in particular, to the holding of Shares. For example, the price at which the Company's ordinary shares are quoted on the New York Stock Exchange may increase or decrease due to a number of factors. There is no guarantee that the price of the ordinary shares will increase. Factors which may affect the price of ordinary shares include fluctuations in the domestic and international market for listed stocks, general economic conditions, including interest rates, inflation rates, commodity and oil prices, changes to government fiscal, monetary or regulatory policies, legislation or regulation, the nature of the markets in which the Company operates and general operational and

business risks.

In addition, Participants should be aware that the Australian dollar value of any Shares acquired under the Plan will be affected by the U.S. dollar/Australian dollar exchange rate. Participation in the Plan involves certain risks related to fluctuations in this rate of exchange.

Ordinary Shares.

Ordinary shares of an Irish public limited company are analogous to ordinary shares of an Australian corporation. Each holder of the ordinary shares is entitled to one vote for every share held.

Under Irish law, dividends and distributions may only be made from “distributable reserves.” Distributable reserves, broadly, means the accumulated realized profits of the Company less accumulated realized losses. In addition, no distribution or dividend may be made unless the Company’s net assets are equal to, or in excess of, the aggregate of its share capital which has been paid up or which is payable in the future plus undistributable reserves and the distribution does not reduce the Company’s net assets below such aggregate. Undistributable reserves include the share premium account, the capital redemption reserve fund, the Company’s net unrealized profits and any other reserve which the company is prohibited from distributing.

The determination as to whether or not the Company has sufficient distributable reserves to fund a dividend must be made by reference to the “relevant accounts” of the Company. The “relevant accounts” will be either the last set of the Company’s unconsolidated annual audited financial statements or unaudited financial statements prepared in accordance with the Irish Companies Acts and Generally Accepted Accounting Principles in Ireland, which give a “true and fair view” of the Company’s unconsolidated financial position. The relevant accounts must be filed in the Companies Registration Office (the official public registry for companies in Ireland).

The mechanism as to who declares a dividend and when a dividend becomes payable is governed by the Company’s articles of association. The articles of association authorize the directors to declare dividends as appear justified from the profits without the approval of the shareholders at a general meeting. The Company’s board of directors may also recommend a dividend to be approved and declared by the shareholders at a general meeting. Although the shareholders may direct that the payment be made by distribution of assets, shares or cash, no dividend issued may exceed the amount recommended by the directors. The dividends declared by directors or shareholders may be paid in the form of assets, shares or cash.

The Company’s ordinary shares are traded on the New York Stock Exchange in the United States of America under the symbol “ALLE”.

Ascertaining the Market Price of Shares.

Participants may ascertain the current market price of the Shares as traded on the New York Stock Exchange at <http://www.nyse.com> under the symbol “ALLE.” The Australian dollar equivalent of that price can be obtained at: <http://www.rba.gov.au/statistics/frequency/exchange-rates.html>.

This will not be a prediction of what the market price per Share will be when the PSUs vest or settle or of the applicable exchange rate on the actual Vesting Date or settlement date.

Tax Information.

The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject

to the conditions in that Act).

For a description of the likely tax consequences of the PSUs, please refer to the Employee Information Supplement for PSUs in Australia, a link to which is available below:

[EMBED LINK TO EMPLOYEE INFORMATION SUPPLEMENT FOR PSUs IN AUSTRALIA]

China

Group Termination; Job Elimination / Change / Relocation. This provision replaces Section 5(a) of the Award Agreement:

If Participant's employment terminates involuntarily by reason of (i) a group termination (including, but not limited to, terminations resulting from sale of a business or division, outsourcing of an entire function, reduction in workforce or closing of a facility) (a "Group Termination Event") or (ii) job elimination, substantial change in the nature of Participant's position or job relocation, a pro-rated number of Shares, based on the fulfillment of the performance vesting conditions at target level of performance and the number of days during the Performance Period that Participant was actively employed by the Company or an Affiliate, shall vest. All other PSUs and associated Dividend Equivalents shall be forfeited and Participant shall have no right to or interest in such PSUs, the underlying Shares or any associated Dividend Equivalents.

Termination Due to Retirement. This provision replaces Section 5(c) of the Award Agreement:

If Participant's employment terminates after attainment of age 55 with at least 5 years of service ("Retirement"), and unless Participant's employment terminates for cause, as defined in Section 5(d) below, a pro-rated number of Shares, based on the fulfillment of the performance vesting conditions at target level performance and the number of days during the Performance Period that Participant was actively employed by the Company or an Affiliate, shall vest. All other PSUs and associated Dividend Equivalents shall be forfeited and Participant shall have no right to or interest in such PSUs, the underlying Shares or any associated Dividend Equivalents.

Settlement. This provision supplements Section 6 of the Award Agreement:

If the Participant's employment terminates in the circumstances set forth in Sections 5(a) or 5(c) above, then on or as soon as practicable after such termination of employment, the Company shall cause to be issued to Participant Shares with respect to any PSUs that became vested pursuant to such section.

To facilitate compliance with any applicable laws or regulations in China, Participant agrees and acknowledges that the Company (or a brokerage firm instructed by the Company, if applicable) is entitled to (i) immediately sell all Shares issued to Participant at settlement (on Participant's behalf and at Participant's direction pursuant to this authorization), either at the time of settlement or when Participant ceases employment with the Employer, the Company or an Affiliate, or (ii) require that any Shares acquired under the Plan be held with a Company-designated broker until such shares are sold. Without limitation to the foregoing, if Participant's employment terminates and Participant holds or acquires any Shares at that time, Participant (or, in circumstances where Participant's employment terminates due to death, Participant's estate or the person(s) who acquired the right to the Shares under applicable law) will be required to sell all Shares prior to the last trading day of the fifth month following termination of employment. If the Shares have not been sold by such date, the Company-designated broker will automatically sell all Shares on Participant's behalf on or as soon as practicable after the last trading day of the fifth month following termination of employment and in no event later than six months following termination of employment. Participant also agrees to sign any agreements, forms and/or consents that may be reasonably requested by the Company (or the Company's designated brokerage firm) to

effectuate the sale of the Shares and acknowledges that neither the Company nor the designated brokerage firm is under any obligation to arrange for such sale of the Shares at any particular price (it being understood that the sale will occur at the then-current market price) and that broker's fees or commissions may be incurred in any such sale. In any event, when the Shares acquired under the Plan are sold, the proceeds of the sale of the Shares, less any Tax-Related Items and broker's fees or commissions, will be remitted to Participant in accordance with applicable exchange control laws and regulations.

Exchange Control Restrictions. Participant understands and agrees that, if he or she is a national of the People's Republic of China (the "PRC") and subject to exchange control restrictions in China, he or she will be required to immediately repatriate the proceeds of the sale of Shares and any cash dividends or Dividend Equivalents to China. Participant further understands that the repatriation of such funds may need to be effected through a special exchange control account established by the Company or an Affiliate and he or she hereby consents and agrees that such funds may be transferred to such special account prior to being delivered to Participant's personal account. Participant also understands that the Company will deliver any sale proceeds, cash dividends or Dividend Equivalents to Participant as soon as practicable, but that there may be delays in distributing the funds due to exchange control requirements in China. Proceeds may be paid to Participant in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, Participant will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid in local currency, the Company is under no obligation to secure any particular currency conversion rate and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions, and Participant agrees to bear any currency fluctuation risk between the time the Shares are sold and the time (i) the Tax-Related Items are converted to local currency and remitted to the tax authorities and/or (ii) the net proceeds are converted to local currency and distributed to Participant. Participant further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Exchange Control Information. PRC residents are required to report to the State Administration of Foreign Exchange ("SAFE") details of their foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-PRC residents, either directly or through financial institutions. Under these rules, Participant may be subject to reporting obligations for the PSUs and/or the Shares acquired under the Plan and any Plan-related transactions.

Germany

Termination Due to Retirement. This provision replaces Section 5(c) of the Award Agreement:

If Participant's employment terminates due to retirement under the retirement provisions of local law in Participant's country ("Retirement"), and unless Participant's employment terminates for cause, as defined in Section 5(d) below, a pro-rated number of Shares, based on the fulfillment of the performance vesting conditions as measured at the end of the Performance Period and determined by the Committee in Section 6 below and the number of days during the Performance Period that Participant was actively employed by the Company or an Affiliate, shall vest. All other PSUs and associated Dividend Equivalents shall be forfeited and Participant shall have no right to or interest in such PSUs, the underlying Shares or any associated Dividend Equivalents.

Exchange Control Information. Participant must report any cross-border payments in excess of €12,500 to the German Federal Bank (*Bundesbank*). The report must be filed electronically by the 5th day of the month following the month in which the payment occurred. The form of report (*Allgemeine Meldeportal Statistik*) can be accessed via the Bundesbank's website (www.bundesbank.de). *Participant should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

Italy

Termination Due to Retirement. This provision replaces Section 5(c) of the Award Agreement:

If Participant's employment terminates due to retirement under the retirement provisions of local law in Participant's country ("Retirement"), and unless Participant's employment terminates for cause, as defined in Section 5(d) below, a pro-rated number of Shares, based on the fulfillment of the performance vesting conditions as measured at the end of the Performance Period and determined by the Committee in Section 6 below and the number of days during the Performance Period that Participant was actively employed by the Company or an Affiliate, shall vest. All other PSUs and associated Dividend Equivalents shall be forfeited and Participant shall have no right to or interest in such PSUs, the underlying Shares or any associated Dividend Equivalents.

Document Acknowledgment. By accepting the PSUs, Participant acknowledges that he or she has received a copy of, and has reviewed the Plan and the Award Agreement, including this Appendix B, in their entirety and fully understands and accepts all provisions of the Plan and the Award Agreement, including this Appendix B.

Participant further acknowledges that Participant has read and specifically and expressly agrees to the following provisions of the Award Agreement: (i) Responsibility for Taxes; (ii) Electronic Delivery and Participation; (iii) Recoupment Provision; (iv) Choice of Law and Venue; and (v) the Performance Conditions set forth in Appendix A.

Foreign Asset/Account Reporting Information. Italian residents who, at any time during the fiscal year, hold investments abroad and/or foreign financial assets (including Shares and cash) which may generate income taxable in Italy are required to report such investments and assets on their annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due. These reporting obligations also apply to Italian residents who are the beneficial owners of the investments abroad or foreign financial assets under Italian money laundering provisions. *Participant should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

Mexico

Labor Law Policy and Acknowledgment. Participant expressly recognizes that Allegion plc, with registered offices at Earlsfort Centre, Earlsfort Terrace, Dublin, Ireland, is solely responsible for the administration of the Plan and that Participant's participation in the Plan and acquisition of Shares do not constitute an employment relationship between Participant and the Company since Participant is participating in the Plan on a wholly commercial basis and Participant's sole Employer is Allegion de Mexico, S. de R.L. de C.V. or Schlage de Mexico SA de CV ("Allegion-Mexico"). Based on the foregoing, Participant expressly recognizes that the Plan and the benefits that Participant may derive from his or her participation in the Plan do not establish any rights between Participant and Allegion-Mexico, and do not form part of the employment conditions and/or benefits provided by Allegion-Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of Participant's employment.

Participant further understands that his or her participation in the Plan is a result of a unilateral and discretionary decision of the Company; therefore, the Company reserves the absolute right to amend and/or discontinue Participant's participation at any time without any liability to Participant.

Finally, Participant hereby declares that he or she does not reserve any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and Participant therefore grants a full and broad release to the Company, its Affiliates, branches, representation offices, its shareholders, officers, agents or legal representatives with respect to any claim that

may arise.

Plan Document Acknowledgment. By accepting the PSUs, Participant acknowledges that he or she has received a copy of the Plan, has reviewed the Plan and the Award Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Award Agreement. In addition, by accepting the PSUs, Participant further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in Section 9 of the Award Agreement (“Nature of the Grant.”), in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) neither the Company, the Employer nor any Affiliate is responsible for any decrease in the value of the Shares underlying the PSUs.

Política de la Ley Laboral y Reconocimiento. *El Participante reconoce expresamente que Allegion plc, con oficinas registradas ubicadas a Earlsfort Centre, Earlsfort Terrace, Dublin, Ireland, es el único responsable de la administración del Plan y que participación del Participante en el mismo y la adquisición de Acciones no constituye de ninguna manera una relación laboral entre el Participante y la Compañía, debido a que la participación de esa persona en el Plan deriva únicamente de una relación comercial y el único Patrón del participante es Allegion de Mexico, S. de R.L. de C.V. o Schlage de Mexico SA de CV (“Allegion-México”). Derivado de lo anterior, el Participante reconoce expresamente que el Plan y los beneficios que pudieran derivar para el Participante por su participación en el mismo, no establecen ningún derecho entre el Participante y Allegion-México, y no forman parte de las condiciones laborales y/o prestaciones otorgadas por Allegion-México, y cualquier modificación al Plan o la terminación del mismo de ninguna manera podrá ser interpretada como una modificación o desmejora de los términos y condiciones de trabajo del Participante.*

Asimismo, el Participante reconoce que su participación en el Plan es resultado de la decisión unilateral y discrecional de la Compañía, por lo tanto, la Compañía se reserva el derecho absoluto para modificar y/o discontinuar la participación del Participante en cualquier momento, sin ninguna responsabilidad hacia el Participante.

Finalmente el Participante manifiesta que no se reserva ninguna acción o derecho que ejercitar en contra de la Compañía, por cualquier compensación o daños o perjuicios en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia exime amplia y completamente a la Compañía, sus Afiliadas, sucursales, oficinas de representación, sus accionistas, administradores, agentes y representantes legales con respecto a cualquier reclamo que pudiera surgir.

Reconocimiento de Documentos del Plan: *Al aceptar las Unidades de Acciones por Desempeño (PSU), el Participante reconoce que ha recibido copias del Plan, que ha revisado el Plan y el Acuerdo de Concesión en su totalidad y entiende y acepta los términos del Plan y del Acuerdo de Concesión. Adicionalmente, al aceptar los PSU, el Participante reconoce que ha leído y especifica y expresamente aprueba los términos y condiciones del Sección 9 del Acuerdo de Concesión (denominado "Naturaleza de la Concesión"), donde claramente se establece que (i) la participación en el Plan no constituye un derecho adquirido, (ii) el Plan y la participación en el Plan es ofrecido por la Compañía en forma totalmente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) ni la Compañía ni el Patrón ni su Afiliada es responsable por el decremento en el valor de las acciones de los PSU.*

United Kingdom (the “U.K.”)

Termination Due to Retirement. This provision replaces Section 5(c) of the Award Agreement:

If Participant’s employment terminates due to retirement under the retirement provisions of local law in

Participant's country ("Retirement"), and unless Participant's employment terminates for cause, as defined in Section 5(d) below, a pro-rated number of Shares, based on the fulfillment of the performance vesting conditions as measured at the end of the Performance Period and determined by the Committee in Section 6 below and the number of days during the Performance Period that Participant was actively employed by the Company or an Affiliate, shall vest. All other PSUs and associated Dividend Equivalents shall be forfeited and Participant shall have no right to or interest in such PSUs, the underlying Shares or any associated Dividend Equivalents.

Responsibility for Taxes. This provision supplements Section 6 of the Award Agreement:

Without limitation to Section 6 of the Award Agreement, Participant agrees that Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or the Employer or by Her Majesty's Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). Participant also agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on Participant's behalf.

Notwithstanding the foregoing, if Participant is an executive officer or director (as within the meaning of Section 13(k) of the Act), the terms of the immediately foregoing provision will not apply. In the event that Participant is an executive officer or director and the income tax is not collected from or paid by Participant within ninety (90) days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income tax may constitute a benefit to Participant on which additional income tax and national insurance contributions may be payable. Participant acknowledges that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to the HMRC under the self-assessment regime and for paying the Company or the Employer, as applicable, for the value of any employee national insurance contributions due on this additional benefit.

United States

There are no country-specific provisions.

List of Subsidiaries of Allegion plc

Subsidiary	Jurisdiction of Formation
AD Solutions, Inc.	United States
Allegion (Australia) Pty Ltd.	Australia
Allegion (Gibraltar) Holding Limited	Gibraltar
Allegion (Hong Kong) Limited	Hong Kong
Allegion (Ireland) Finance Designated Activity Company	Ireland
Allegion (Malaysia) SDN. BHD.	Malaysia
Allegion (New Zealand) Limited	New Zealand
Allegion (Southeast Asia) Pte. Ltd.	Singapore
Allegion (Thailand) Limited	Thailand
Allegion (UK) Limited	United Kingdom
Allegion B.V.	Netherlands
Allegion Canada Inc.	Canada
Allegion de Mexico, S. de R.L. de C.V.	Mexico
Allegion Deutsche Holding GmbH	Germany
Allegion EMEA BVBA	Belgium
Allegion Emniyet Ve Güvenlik Sistemleri Sanayi Anonim �irketi	Turkey
Allegion Fu Hsing Limited	Hong Kong
Allegion German Financing GmbH & Co. KG	Germany
Allegion German Holding I GmbH	Germany
Allegion German Holding II GmbH	Germany
Allegion Gulf Trading LLC	Qatar
Allegion Immobilien GmbH	Germany
Allegion India Private Limited	India
Allegion International AG	Switzerland
Allegion Investments (Switzerland) AG	Switzerland
Allegion Investments (UK) Limited	United Kingdom
Allegion Investments Holding LLC	United States
Allegion Irish Holding Company II Ltd	Ireland
Allegion Irish Holding Company Limited	Ireland
Allegion Korea Ltd.	Republic of Korea
Allegion LLC	United States
Allegion Lux Financing III S.�.r.l	Luxembourg
Allegion Luxembourg Holding and Financing S.� r.l.	Luxembourg
Allegion Luxembourg Holding II SCS	Luxembourg
Allegion Luxembourg Holding III S.�.r.l	Luxembourg
Allegion Management (DIFC) Limited	United Arab Emirates
Allegion NV	Belgium
Allegion Panama, S. de R.L.	Panama
Allegion S&S Lock Holding Company Inc.	United States
Allegion S.A.	Venezuela
Allegion Security Technologies (CHINA) Co., LTD.	China

Allegion US Holding Company Inc.	United States
Allegion Ventures LLC	United States
ALLGain Pty Ltd	Australia
API Services and Solutions Pty Limited	Australia
AXA Stenman Deutschland GmbH	Germany
AXA Stenman France S.A.S.	France
AXA Stenman Holding B.V.	Netherlands
AXA Stenman Industries B.V.	Netherlands
AXA Stenman Nederland B.V	Netherlands
AXA Stenman Poland Sp Z.O.O	Poland
BASTA Group A/S Denmark	Denmark
Bricard S.A.S	France
Cisa Cerraduras S.A.	Spain
Cisa S.p.A.	Italy
Dor-O-Matic (Illinois) LLC	United States
Dor-O-Matic of Mid Atlantic States, Inc.	United States
Electronic Technologies Corporation USA	United States
Fire and Security Hardware Pty Limited	Australia
Gainsborough Hardware Industries Limited	Australia
Harrow Industries LLC	United States
Harrow Products (Delaware) LLC	United States
Harrow Products LLC	United States
Interflex Datensysteme GesmbH	Austria
Interflex Datensysteme GmbH	Germany
Isonas, Inc.	United States
Milre Systek Co., Ltd	Republic of Korea
Newman Tonks (Overseas Holdings) Limited	United Kingdom
Normbau France S.A.S.	France
Normbau GmbH	Germany
NT Group Properties Limited	United Kingdom
NT Leamington Limited	United Kingdom
Overtur Architectural Services LLC	United States
Pin & Tumbler Studio LLC	United States
Qatar Metal Const. Ind. LLC	United Arab Emirates
QMI Building Metal Products Manufacturing LLC	United Arab Emirates
Recognition Systems LLC	United States
Republic Doors and Frames, LLC	United States
S&S Lock Indemnity (Barbados) Limited	Barbados
S&S Lock Insurance (Arizona) Company	United States
Schlage De Mexico S.A. DE C.V.	Mexico
Schlage Lock Company LLC	United States
SimonsVoss Technologies AB	Sweden
SimonsVoss Technologies BV	Netherlands
SimonsVoss Technologies FZE	United Arab Emirates
SimonsVoss Technologies GmbH	Germany
SimonsVoss Technologies Limited	United Kingdom

SimonsVoss Technologies SAS
Technical Glass Products DMCC
Technical Glass Products, Inc.
TGP Canada Enterprises, ULC
TGP International, Inc.
Trelock Asia Pacific Limited
Trelock GmbH
Trelock Production GmbH
Zero Seal Systems Limited

France
United Arab Emirates
United States
Canada
United States
Hong Kong
Germany
Germany
United Kingdom

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-225019-01) and Form S-8 (No. 333-192593) of Allegion plc of our report dated February 18, 2020, relating to the financial statements, financial statement schedule, and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
Indianapolis, Indiana
February 18, 2020

CERTIFICATION

I, David D. Petratis, certify that:

1. I have reviewed the Annual Report on Form 10-K of Allegion plc for the year ended December 31, 2019;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 18, 2020 /s/ David D. Petratis

David D. Petratis
Principal Executive Officer

CERTIFICATION

I, Patrick S. Shannon, certify that:

1. I have reviewed the Annual Report on Form 10-K of Allegion plc for the year ended December 31, 2019;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 18, 2020 /s/ Patrick S. Shannon

Patrick S. Shannon
Principal Financial Officer

Section 1350 Certifications
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), each of the undersigned officers of Allegion plc (the Company), does hereby certify that:

The Annual Report on Form 10-K for the year ended December 31, 2019 (the Form 10-K) of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ David D. Petratis

David D. Petratis
Principal Executive Officer
February 18, 2020

/s/ Patrick S. Shannon

Patrick S. Shannon
Principal Financial Officer
February 18, 2020