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

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2015

or

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

For the transition period from _____ to _____

Commission File Number: 1-5672

ITT CORPORATION

State of Indiana

(State or Other Jurisdiction
of Incorporation or Organization)

13-5158950

(I.R.S. Employer
Identification Number)

1133 Westchester Avenue, White Plains, NY 10604

(Principal Executive Office)

Telephone Number: (914) 641-2000

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 and (2) has been subject to such filing requirements for the past 90 days. Yes No

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

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

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company

(Do not check if a smaller reporting company)

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

As of April 28, 2015, there were outstanding 89.2 million shares of common stock (\$1 par value per share) of the registrant.

TABLE OF CONTENTS

ITEM		PAGE
PART I – FINANCIAL INFORMATION		
1.	Financial Statements	
	Consolidated Condensed Income Statements	1
	Consolidated Condensed Statements of Comprehensive Income	2
	Consolidated Condensed Balance Sheets	3
	Consolidated Condensed Statements of Cash Flows	4
	Consolidated Condensed Statements of Changes in Shareholders' Equity	5
	Notes to Consolidated Condensed Financial Statements:	
	Note 1. Description of Business and Basis of Presentation	6
	Note 2. Recent Accounting Pronouncements	6
	Note 3. Segment Information	7
	Note 4. Restructuring Actions	8
	Note 5. Income Taxes	9
	Note 6. Earnings Per Share	9
	Note 7. Receivables, Net	10
	Note 8. Inventories, Net	10
	Note 9. Other Current and Non-Current Assets	10
	Note 10. Plant, Property and Equipment, Net	11
	Note 11. Goodwill and Other Intangible Assets, Net	11
	Note 12. Accrued Liabilities and Other Non-Current Liabilities	12
	Note 13. Commercial Paper	12
	Note 14. Postretirement Benefit Plans	12
	Note 15. Long-Term Incentive Employee Compensation	13
	Note 16. Capital Stock	14
	Note 17. Commitments and Contingencies	14
	Note 18. Subsequent Events	16
2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	
	Overview	17
	Discussion of Financial Results	17
	Liquidity	23
	Key Performance Indicators and Non-GAAP Measures	26
	Recent Accounting Pronouncements	28
	Critical Accounting Estimates	28
3.	Quantitative and Qualitative Disclosures about Market Risk	28
4.	Controls and Procedures	28
PART II – OTHER INFORMATION		
1.	Legal Proceedings	29
1A.	Risk Factors	29
2.	Unregistered Sales of Equity Securities and Use of Proceeds	29
3.	Defaults Upon Senior Securities	30
4.	Mine Safety Disclosures	30
5.	Other Information	30
6.	Exhibits	30
	Signature	31
	Exhibit Index	32

FORWARD-LOOKING AND CAUTIONARY STATEMENTS

Some of the information included herein includes forward-looking statements intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995 (the Act). These forward-looking statements are not historical facts, but rather are based on current expectations, estimates, assumptions and projections about the business and future financial results of the industry in which we operate, and other legal, regulatory and economic developments. These forward-looking statements include, but are not limited to, future strategic plans and other statements that describe the company's business strategy, outlook, objectives, plans, intentions or goals, and any discussion of future operating or financial performance.

We use words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," "target," "future," "may," "will," "could," "should," "potential," "continue," "guidance" and other similar expressions to identify such forward-looking statements. Forward-looking statements are uncertain and to some extent unpredictable, and involve known and unknown risks, uncertainties and other important factors that could cause actual results to differ materially from those expressed or implied in, or reasonably inferred from, such forward-looking statements.

Where in any forward-looking statement we express an expectation or belief as to future results or events, such expectation or belief is based on current plans and expectations of our management, expressed in good faith and believed to have a reasonable basis. However, there can be no assurance that the expectation or belief will result or will be achieved or accomplished. More information on factors that could cause actual results or events to differ materially from those anticipated is included in our reports filed with the SEC, including our Annual Report on Form 10-K for the year ended December 31, 2014 (particularly under the caption "Risk Factors"), our Quarterly Reports on Form 10-Q (including Part II, Item 1A, "Risk Factors," of this Quarterly Report on Form 10-Q) and other documents we file from time to time with the SEC.

The forward-looking statements included in this Quarterly Report on Form 10-Q (Report) speak only as of the date of this Report. We undertake no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission (SEC). You can inspect, read and copy these reports, proxy statements and other information at the SEC's Public Reference Room, which is located at 100 F Street, N.E., Washington, D.C. 20549. You can obtain information regarding the operation of the SEC's Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains a website at www.sec.gov that makes available reports, proxy statements and other information regarding issuers that file electronically.

We make available free of charge at www.itt.com (in the "Investors" section) copies of materials we file with, or furnish to, the SEC. ITT uses the Investor Relations page of its Internet site at www.itt.com (in the "Investors" section) to disclose important information to the public.

Information contained on ITT's Internet site, or that can be accessed through its Internet site, does not constitute a part of this Report. ITT has included its Internet site address only as an inactive textual reference and does not intend it to be an active link to its Internet site. Our corporate headquarters are located at 1133 Westchester Avenue, White Plains, NY 10604 and the telephone number of this location is (914) 641-2000.

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

CONSOLIDATED CONDENSED INCOME STATEMENTS (UNAUDITED)

(IN MILLIONS, EXCEPT PER SHARE AMOUNTS)

For the Periods Ended March 31	Three Months	
	2015	2014
Revenue	\$ 588.7	\$ 674.5
Costs of revenue	389.7	459.7
Gross profit	199.0	214.8
General and administrative expenses	60.1	77.7
Sales and marketing expenses	47.3	55.3
Research and development expenses	18.3	17.7
Asbestos-related costs, net	15.4	15.8
Operating income	57.9	48.3
Interest and non-operating expenses, net	1.2	1.1
Income from continuing operations before income tax expense	56.7	47.2
Income tax expense	18.1	13.0
Income from continuing operations	38.6	34.2
Income (loss) from discontinued operations, including tax benefit of \$3.5 and \$0.5, respectively	3.4	(1.0)
Net income	42.0	33.2
Less: (Loss) income attributable to noncontrolling interests	(0.1)	1.0
Net income attributable to ITT Corporation	\$ 42.1	\$ 32.2
Amounts attributable to ITT Corporation:		
Income from continuing operations, net of tax	\$ 38.7	\$ 33.2
Income (loss) from discontinued operations, net of tax	3.4	(1.0)
Net income	\$ 42.1	\$ 32.2
Earnings (loss) per share attributable to ITT Corporation:		
Basic:		
Continuing operations	\$ 0.42	\$ 0.36
Discontinued operations	0.04	(0.01)
Net income	\$ 0.46	\$ 0.35
Diluted:		
Continuing operations	\$ 0.42	\$ 0.36
Discontinued operations	0.04	(0.01)
Net income	\$ 0.46	\$ 0.35
Weighted average common shares – basic	90.6	91.4
Weighted average common shares – diluted	91.6	92.8
Cash dividends declared per common share	\$ 0.1183	\$ 0.11

The accompanying Notes to Consolidated Condensed Financial Statements are an integral part of the above income statements.

CONSOLIDATED CONDENSED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)

(IN MILLIONS)

For the Periods Ended March 31	Three Months	
	2015	2014
Net income	\$ 42.0	\$ 33.2
Other comprehensive income:		
Net foreign currency translation adjustment	(60.9)	(2.5)
Net change in postretirement benefit plans, net of tax impacts of \$0.3 and \$0.4, respectively	0.5	0.6
Other comprehensive (loss) income	(60.4)	(1.9)
Comprehensive (loss) income	(18.4)	31.3
Less: Comprehensive (loss) income attributable to noncontrolling interests	(0.1)	1.0
Comprehensive (loss) income attributable to ITT Corporation	\$ (18.3)	\$ 30.3
Disclosure of reclassification and other adjustments to postretirement benefit plans		
Reclassification adjustments (see Note 14):		
Amortization of prior service benefit, net of tax expense of \$(0.9) and \$(0.5), respectively	\$ (1.6)	\$ (0.8)
Amortization of net actuarial loss, net of tax benefits of \$1.2 and \$0.9, respectively	2.1	1.4
Net change in postretirement benefit plans, net of tax	\$ 0.5	\$ 0.6

The accompanying Notes to Consolidated Condensed Financial Statements are an integral part of the above statements of comprehensive income.

CONSOLIDATED CONDENSED BALANCE SHEETS
(IN MILLIONS, EXCEPT PER SHARE AMOUNTS)

	March 31, 2015	December 31, 2014
	(Unaudited)	
Assets		
Current assets:		
Cash and cash equivalents	\$ 570.1	\$ 584.0
Receivables, net	537.2	500.1
Inventories, net	287.6	302.3
Other current assets	243.8	249.8
Total current assets	1,638.7	1,636.2
Plant, property and equipment, net	419.3	443.9
Goodwill	610.7	632.1
Other intangible assets, net	85.4	91.4
Asbestos-related assets	365.8	374.0
Deferred income taxes	301.4	304.1
Other non-current assets	151.3	149.8
Total non-current assets	1,933.9	1,995.3
Total assets	\$ 3,572.6	\$ 3,631.5
Liabilities and Shareholders' Equity		
Current liabilities:		
Commercial paper	\$ 113.5	\$ —
Accounts payable	287.7	309.6
Accrued liabilities	433.3	465.8
Total current liabilities	834.5	775.4
Asbestos-related liabilities	1,120.7	1,116.6
Postretirement benefits	242.0	249.7
Other non-current liabilities	260.8	269.5
Total non-current liabilities	1,623.5	1,635.8
Total liabilities	2,458.0	2,411.2
Shareholders' equity:		
Common stock:		
Authorized – 250.0 shares, \$1 par value per share (104.5 and 104.3 shares issued, respectively)		
Outstanding – 89.2 shares and 91.0 shares, respectively	89.2	91.0
Retained earnings	1,401.7	1,445.1
Total accumulated other comprehensive loss	(381.6)	(321.2)
Total ITT Corporation shareholders' equity	1,109.3	1,214.9
Noncontrolling interests	5.3	5.4
Total shareholders' equity	1,114.6	1,220.3
Total liabilities and shareholders' equity	\$ 3,572.6	\$ 3,631.5

The accompanying Notes to Consolidated Condensed Financial Statements are an integral part of the above balance sheets.

CONSOLIDATED CONDENSED STATEMENTS OF CASH FLOWS (UNAUDITED)
(IN MILLIONS)

For the Three Months Ended March 31

	2015	2014
Operating Activities		
Net income	\$ 42.0	\$ 33.2
Less: Income (loss) from discontinued operations	3.4	(1.0)
Less: (Loss) income attributable to noncontrolling interests	(0.1)	1.0
Income from continuing operations attributable to ITT Corporation	38.7	33.2
Adjustments to income from continuing operations:		
Depreciation and amortization	20.7	21.1
Stock-based compensation	3.1	3.3
Asbestos-related costs, net	15.4	15.8
Asbestos-related payments, net	(3.9)	(2.5)
Changes in assets and liabilities:		
Change in receivables	(56.7)	(100.0)
Change in inventories	3.6	25.6
Change in accounts payable	(0.5)	1.8
Change in accrued expenses	(21.3)	(9.5)
Change in accrued and deferred income taxes	17.2	(1.7)
Other, net	(8.1)	(0.3)
Net Cash – Operating activities	8.2	(13.2)
Investing Activities		
Capital expenditures	(30.2)	(19.0)
Purchases of investments	(15.3)	(49.0)
Maturities of investments	5.3	97.2
Other, net	0.2	(2.7)
Net Cash – Investing activities	(40.0)	26.5
Financing Activities		
Short-term debt, net	113.5	(11.0)
Long-term debt, repaid	(0.2)	(0.3)
Repurchase of common stock	(82.8)	(4.8)
Proceeds from issuance of common stock	2.0	9.0
Excess tax benefit from equity compensation activity	1.8	5.2
Other, net	(0.3)	(1.5)
Net Cash – Financing activities	34.0	(3.4)
Exchange rate effects on cash and cash equivalents	(15.8)	(1.7)
Net Cash – Operating activities of discontinued operations	(0.3)	(0.4)
Net change in cash and cash equivalents	(13.9)	7.8
Cash and cash equivalents – beginning of year	584.0	507.3
Cash and cash equivalents – end of period	\$ 570.1	\$ 515.1
Supplemental Disclosures of Cash Flow Information		
Cash paid during the year for:		
Interest	\$ —	\$ 0.1
Income taxes, net of refunds received	\$ (1.0)	\$ 8.7

The accompanying Notes to Consolidated Condensed Financial Statements are an integral part of the above statements of cash flows.

CONSOLIDATED CONDENSED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY (UNAUDITED)
(IN MILLIONS)

For the Periods Ended March 31	Three Months	
	2015	2014
Common Stock		
Common stock, beginning balance	\$ 91.0	\$ 91.0
Activity from stock incentive plans	0.3	0.8
Share repurchases	(2.1)	(0.1)
Common stock, ending balance	89.2	91.7
Retained Earnings		
Retained earnings, beginning balance	1,445.1	1,320.3
Net income attributable to ITT Corporation	42.1	32.2
Dividends declared	(10.5)	(10.1)
Activity from stock incentive plans	6.5	16.8
Share repurchases	(81.5)	(4.7)
Purchase of noncontrolling interest	—	1.6
Retained earnings, ending balance	1,401.7	1,356.1
Accumulated Other Comprehensive Loss		
Postretirement benefit plans, beginning balance	(144.2)	(129.2)
Net change in postretirement benefit plans	0.5	0.6
Postretirement benefit plans, ending balance	(143.7)	(128.6)
Cumulative translation adjustment, beginning balance	(176.7)	(80.8)
Net cumulative translation adjustment	(60.9)	(2.5)
Cumulative translation adjustment, ending balance	(237.6)	(83.3)
Unrealized loss on investment securities, beginning balance	(0.3)	(0.3)
Unrealized loss on investment securities, ending balance	(0.3)	(0.3)
Total accumulated other comprehensive loss	(381.6)	(212.2)
Noncontrolling interests		
Noncontrolling interests, beginning balance	5.4	5.9
(Loss) income attributable to noncontrolling interests	(0.1)	1.0
Purchase of noncontrolling interest	—	(2.9)
Noncontrolling interests, ending balance	5.3	4.0
Total Shareholders' Equity		
Total shareholders' equity, beginning balance	1,220.3	1,206.9
Net change in common stock	(1.8)	0.7
Net change in retained earnings	(43.4)	35.8
Net change in accumulated other comprehensive loss	(60.4)	(1.9)
Net change in noncontrolling interests	(0.1)	(1.9)
Total shareholders' equity, ending balance	\$ 1,114.6	\$ 1,239.6

The accompanying Notes to Consolidated Condensed Financial Statements are an integral part of the above statements of changes in shareholders' equity.

**NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(DOLLARS AND SHARE AMOUNTS IN MILLIONS, UNLESS OTHERWISE STATED)**

**NOTE 1
DESCRIPTION OF BUSINESS AND BASIS OF PRESENTATION**

Description of Business

ITT Corporation is a diversified manufacturer of highly engineered critical components and customized technology solutions for the energy, transportation, and industrial markets. Unless the context otherwise indicates, references herein to "ITT," "the Company," and such words as "we," "us," and "our" include ITT Corporation and its subsidiaries. ITT operates through four segments: Industrial Process, consisting of industrial pumping and complementary equipment; Motion Technologies, consisting of friction and shock and vibration equipment; Interconnect Solutions, consisting of electronic connectors; and Control Technologies, consisting of fluid handling, motion control and vibration and shock isolation products. Financial information for our segments is presented in Note 3, "Segment Information."

On October 31, 2011, ITT completed the tax-free spin-off of its Defense and Information Solutions business, Exelis Inc. (Exelis), and its water-related businesses, Xylem Inc. (Xylem) by way of a distribution of all of the issued and outstanding shares of Exelis common stock and Xylem common stock, on a pro rata basis, to ITT shareholders of record on October 17, 2011. This transaction is referred to in this Report as the "2011 spin-off."

Basis of Presentation

The unaudited consolidated condensed financial statements have been prepared pursuant to the rules and regulations of the U.S. Securities and Exchange Commission (SEC) and, in the opinion of management, reflect all adjustments (which include normal recurring adjustments) necessary for a fair presentation of the financial position, results of operations, and cash flows for the periods presented. Certain information and note disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) have been condensed or omitted pursuant to such SEC rules. We believe that the disclosures made are adequate to make the information presented not misleading. We consistently applied the accounting policies described in ITT's Annual Report on Form 10-K for the year ended December 31, 2014 (2014 Annual Report) in preparing these unaudited financial statements. These financial statements should be read in conjunction with the financial statements and notes thereto included in our 2014 Annual Report.

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, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Estimates are revised as additional information becomes available. Estimates and assumptions are used for, but not limited to, asbestos-related liabilities and recoveries from insurers, revenue recognition, unrecognized tax benefits, deferred tax valuation allowances, projected benefit obligations for postretirement plans, accounting for business combinations, goodwill and other intangible asset impairment testing, environmental liabilities and recoveries from insurers, allowance for doubtful accounts and inventory valuation. Actual results could differ from these estimates.

ITT's quarterly financial periods end on the Saturday closest to the last day of the calendar quarter, except for the last quarterly period of the fiscal year, which ends on December 31st. For ease of presentation, the quarterly financial statements included herein are described as ending on the last day of the calendar quarter.

**NOTE 2
RECENT ACCOUNTING PRONOUNCEMENTS**

The Company considers the applicability and impact of all accounting standard updates (ASUs). ASUs not listed below were assessed and determined to be either not applicable or are expected to have minimal impact on our consolidated financial position or results of operations.

Accounting Pronouncements Not Yet Adopted

In May 2014, the Financial Accounting Standards Board (FASB) amended the existing accounting standards for revenue recognition. The amendments are based on the principle that revenue should be recognized to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The guidance provides a five-step analysis of transactions to determine when and how revenue is recognized. The guidance also requires enhanced

disclosures regarding the nature, amount, timing and uncertainty of revenue and cash flows arising from an entity's contracts with customers. In April 2015, the FASB voted to propose a one-year deferral of the effective date of the new revenue standard. Under the proposal, the new guidance will be effective for the Company beginning in its first quarter of 2018. The amendments may be applied retrospectively to each prior period presented or with the cumulative effect recognized as of the date of initial application. ITT is currently evaluating the impact of these amendments and the transition alternatives on ITT's financial statements.

NOTE 3 SEGMENT INFORMATION

The Company's segments are reported on the same basis used internally for evaluating performance and for allocating resources. Our four reportable segments are referred to as: Industrial Process, Motion Technologies, Interconnect Solutions and Control Technologies.

Industrial Process manufactures engineered fluid process equipment serving a diversified mix of customers in global infrastructure industries such as chemical, oil and gas, mining, and other industrial process markets and is a provider of plant optimization and efficiency solutions and aftermarket services and parts.

Motion Technologies manufactures brake components, shock absorbers and damping technologies for the global automotive, truck and trailer, public bus and rail transportation markets.

Interconnect Solutions manufactures and designs a wide range of highly engineered harsh environment connector solutions that make it possible to transfer signal and power between electronic devices which service global customers for the aerospace and defense, industrial and transportation, oil and gas, and medical markets.

Control Technologies manufactures specialized equipment, including actuation, valves, and noise and energy absorption components for the aerospace and defense, and industrial markets.

Corporate and Other consists of corporate office expenses including compensation, benefits, occupancy, depreciation, and other administrative costs, as well as charges related to certain matters, such as asbestos and environmental liabilities, that are managed at a corporate level and are not included in segment results when evaluating performance or allocating resources. Assets of the segments exclude general corporate assets, which principally consist of cash, investments, asbestos-related receivables and certain property, plant and equipment.

Three Months Ended March 31	Revenue		Operating Income		Operating Margin	
	2015	2014	2015	2014	2015	2014
Industrial Process	\$ 255.6	\$ 285.5	\$ 20.4	\$ 24.3	8.0%	8.5 %
Motion Technologies	191.2	217.8	41.0	40.2	21.4%	18.5 %
Interconnect Solutions	77.5	100.0	4.8	(3.0)	6.2%	(3.0)%
Control Technologies	65.8	72.9	14.3	15.5	21.7%	21.3 %
Total segment results	590.1	676.2	80.5	77.0	13.7%	11.4 %
Asbestos-related costs, net	—	—	(15.4)	(15.8)	—	—
Eliminations / Other corporate costs	(1.4)	(1.7)	(7.2)	(12.9)	—	—
Total Eliminations / Corporate and Other costs	(1.4)	(1.7)	(22.6)	(28.7)	—	—
Total	\$ 588.7	\$ 674.5	\$ 57.9	\$ 48.3	9.8%	7.2 %

Three Months Ended March 31	Total Assets		Capital Expenditures		Depreciation & Amortization	
	2015	2014 ^(a)	2015	2014	2015	2014
Industrial Process	\$ 1,111.4	\$ 1,152.3	\$ 6.2	\$ 8.2	\$ 7.6	\$ 7.2
Motion Technologies	439.6	450.1	13.3	8.2	6.9	7.2
Interconnect Solutions	371.0	365.4	7.1	1.2	2.3	2.8
Control Technologies	334.4	334.1	2.4	0.8	2.5	2.5
Corporate and Other	1,316.2	1,329.6	1.2	0.6	1.4	1.4
Total	\$ 3,572.6	\$ 3,631.5	\$ 30.2	\$ 19.0	\$ 20.7	\$ 21.1

(a) Amounts reflect balances as of December 31, 2014.

NOTE 4 RESTRUCTURING ACTIONS

The table below summarizes the restructuring costs presented within general and administrative expenses in our Consolidated Condensed Income Statements for the three months ended March 31, 2015 and 2014.

For the Three Months Ended March 31	Three Months	
	2015	2014
Severance costs	\$ 8.4	\$ 15.3
Other restructuring costs	0.9	—
Total restructuring costs	\$ 9.3	\$ 15.3
By segment:		
Industrial Process	\$ 8.9	\$ 0.9
Interconnect Solutions	(0.2)	14.4
Control Technologies	0.5	—
Corporate and Other	0.1	—

The following table displays a rollforward of the restructuring accruals, presented on our Consolidated Condensed Balance Sheet within accrued liabilities, for the three months ended March 31, 2015 and 2014.

For the Three Months Ended March 31	2015	2014
Restructuring accruals - beginning balance	\$ 21.9	\$ 14.7
Restructuring costs	9.3	15.3
Cash payments	(6.6)	(5.8)
Foreign exchange translation and other	(0.4)	(0.1)
Restructuring accrual - ending balance	\$ 24.2	\$ 24.1
By accrual type:		
Severance accrual	\$ 22.4	\$ 22.7
Facility carrying and other costs accrual	1.8	1.4

2015 Industrial Process Restructuring Actions

In March 2015, we announced a series of restructuring actions in the Company's Industrial Process business related to a strategic reorganization of the business and to achieve efficiencies and reduce the overall cost structure. The company expects to incur pre-tax cash costs, principally involuntary severance costs of approximately \$13 to \$14 and other non-cash pre-tax costs of approximately \$4 to \$5 in aggregate related to this action. The costs incurred during the three months ended March 31, 2015 primarily relate to employee severance for approximately 200 planned headcount reductions. We expect to incur the remaining restructuring costs of approximately \$8 to \$10 over the next 6 months related to this action. The following table provides a rollforward of the restructuring accrual associated with the 2015 Industrial Process restructuring actions.

For the Three Months Ended March 31	2015
Restructuring accruals - beginning balance	\$ —
Restructuring costs	8.9
Cash payments	(1.0)
Restructuring accruals - ending balance	\$ 7.9

2013–2014 Interconnect Solutions Restructuring Actions

In 2013, we initiated a comprehensive restructuring plan to improve the overall cost structure of our Interconnect Solutions (ICS) segment, including the transition of certain production lines from one location to another existing lower cost manufacturing site. During the first quarter of 2015, we reversed \$0.2 of a previously estimated restructuring liability and made cash payments of \$3.4, resulting in a remaining liability of \$13.3 as of March 31, 2015. We do not expect to incur any additional charges related to this restructuring action.

NOTE 5 INCOME TAXES

For the three months ended March 31, 2015 and 2014, the Company recognized income tax expense of \$18.1 and \$13.0, respectively, representing an effective tax rate of 31.9% and 27.5%. The higher effective tax rate in 2015 is primarily driven by a pre-tax loss from operations in Germany for which no income tax benefit is recorded. The Company continues to benefit from earnings eligible for the tax holiday in Korea, as well as a larger mix of earnings in non-U.S. jurisdictions with favorable tax rates.

The Company operates in various tax jurisdictions and is subject to examination by tax authorities in these jurisdictions. The Company is currently under examination in several jurisdictions including Germany, Italy, Korea, the United Kingdom and the U.S. The U.S. federal income tax audit for the years 2009 through 2011 has received Joint Committee on Taxation review. We anticipate that we will receive the final audit report within the current year. The calculation of our tax liability for unrecognized tax benefits includes dealing with uncertainties in the application of complex tax laws and regulations in various tax jurisdictions. Due to the complexity of some uncertainties, the ultimate resolution may result in a payment that is materially different from our current estimate of the unrecognized tax benefit. The settlement of an examination could result in changes in amounts attributable to us through the Tax Matters Agreement entered into with Exelis, Inc. and Xylem, Inc. Over the next 12 months, the net amount of the tax liability for unrecognized tax benefits in foreign and domestic jurisdictions could change by approximately \$86.6 due to changes in audit status, expiration of statutes of limitations and other events.

NOTE 6 EARNINGS PER SHARE

The following table provides a reconciliation of the data used in the calculation of basic and diluted earnings per share from continuing operations attributable to ITT Corporation for the three months ended March 31, 2015 and 2014.

For the Periods Ended March 31	Three Months	
	2015	2014
Basic weighted average common shares outstanding	90.6	91.4
Add: Dilutive impact of outstanding equity awards	1.0	1.4
Diluted weighted average common shares outstanding	91.6	92.8

The following table provides the number of shares underlying stock options excluded from the computation of diluted earnings per share for the three months ended March 31, 2015 and 2014 because they were anti-dilutive.

For the Periods Ended March 31	Three Months	
	2015	2014
Anti-dilutive stock options	0.3	0.2
Average exercise price	\$ 42.90	\$ 43.52
Years of expiration	2024 - 2025	2024

In addition, 0.2 of outstanding return on invested capital (ROIC) awards were excluded from the computation of diluted earnings per share for the three months ended March 31, 2015 and 2014 respectively, as the necessary performance conditions have not been yet been satisfied.

**NOTE 7
RECEIVABLES, NET**

	March 31, 2015	December 31, 2014
Trade accounts receivable	\$ 513.3	\$ 476.8
Notes receivable	4.0	6.1
Other	31.7	30.5
Receivables, gross	549.0	513.4
Less: Allowance for doubtful accounts	11.8	13.3
Receivables, net	\$ 537.2	\$ 500.1

**NOTE 8
INVENTORIES, NET**

	March 31, 2015	December 31, 2014
Finished goods	\$ 52.0	\$ 70.5
Work in process	67.5	59.9
Raw materials	151.6	148.5
Inventoried costs related to long-term contracts	53.3	61.4
Total inventory before progress payments	324.4	340.3
Less: Progress payments	(36.8)	(38.0)
Inventories, net	\$ 287.6	\$ 302.3

**NOTE 9
OTHER CURRENT AND NON-CURRENT ASSETS**

	March 31, 2015	December 31, 2014
Asbestos-related current assets	\$ 102.3	\$ 102.4
Current deferred income taxes	53.0	56.2
Prepaid income taxes	20.6	25.9
Short-term investments	15.3	5.4
Other	52.6	59.9
Other current assets	\$ 243.8	\$ 249.8
Other employee benefit-related assets	\$ 91.4	\$ 93.0
Capitalized software costs	29.7	26.8
Other	30.2	30.0
Other non-current assets	\$ 151.3	\$ 149.8

**NOTE 10
PLANT, PROPERTY AND EQUIPMENT, NET**

	March 31, 2015	December 31, 2014
Land and improvements	\$ 23.2	\$ 24.0
Machinery and equipment	836.7	870.3
Buildings and improvements	221.5	228.8
Furniture, fixtures and office equipment	62.9	65.8
Construction work in progress	36.1	44.5
Other	6.8	7.8
Plant, property and equipment, gross	1,187.2	1,241.2
Less: Accumulated depreciation	(767.9)	(797.3)
Plant, property and equipment, net	\$ 419.3	\$ 443.9

Depreciation expense of \$17.5 and \$17.0 was recognized in the three months ended March 31, 2015 and 2014, respectively.

**NOTE 11
GOODWILL AND OTHER INTANGIBLE ASSETS, NET**

Goodwill

The following table provides a rollforward of the carrying amount of goodwill for the three months ended March 31, 2015 by segment.

	Industrial Process	Motion Technologies	Interconnect Solutions	Control Technologies	Total
Goodwill - December 31, 2014	\$ 331.9	\$ 43.9	\$ 71.2	\$ 185.1	\$ 632.1
Foreign currency	(14.8)	(4.6)	(2.0)	—	(21.4)
Goodwill - March 31, 2015	\$ 317.1	\$ 39.3	\$ 69.2	\$ 185.1	\$ 610.7

Other Intangible Assets, Net

	March 31, 2015			December 31, 2014		
	Gross Carrying Amount	Accumulated Amortization	Net Intangibles	Gross Carrying Amount	Accumulated Amortization	Net Intangibles
Customer relationships	\$ 81.0	\$ (39.1)	\$ 41.9	\$ 83.1	\$ (38.3)	\$ 44.8
Proprietary technology	26.7	(10.1)	16.6	28.1	(9.9)	18.2
Patents and other	14.0	(12.3)	1.7	15.2	(13.1)	2.1
Finite-lived intangible total	121.7	(61.5)	60.2	126.4	(61.3)	65.1
Indefinite-lived intangibles	25.2	—	25.2	26.3	—	26.3
Other Intangible Assets	\$ 146.9	\$ (61.5)	\$ 85.4	\$ 152.7	\$ (61.3)	\$ 91.4

Amortization expense related to finite-lived intangible assets was \$2.2 and \$3.0 for the three months ended March 31, 2015, and 2014, respectively.

NOTE 12
ACCRUED LIABILITIES AND OTHER NON-CURRENT LIABILITIES

	March 31, 2015	December 31, 2014
Compensation and other employee-related benefits	\$ 143.0	\$ 176.5
Asbestos-related liabilities	105.7	106.6
Customer-related liabilities	45.2	41.3
Accrued income taxes and other tax-related liabilities	31.4	28.0
Environmental liabilities and other legal matters	29.8	31.6
Accrued restructuring	24.2	21.9
Accrued warranty costs	23.4	29.4
Other accrued liabilities	30.6	30.5
Accrued liabilities	\$ 433.3	\$ 465.8
Deferred income taxes and other tax-related accruals	\$ 113.5	\$ 112.2
Environmental liabilities	75.8	80.2
Compensation and other employee-related benefits	34.9	38.6
Other	36.6	38.5
Other non-current liabilities	\$ 260.8	\$ 269.5

NOTE 13
COMMERCIAL PAPER

Commercial paper outstanding as of March 31, 2015 was \$113.5, with an associated weighted average interest rate of 0.67% and maturity terms less than one month from the date of issuance. There was no commercial paper outstanding as of December 31, 2014.

NOTE 14
POSTRETIREMENT BENEFIT PLANS

The following table provides the components of net periodic benefit cost for pension plans and other employee-related benefit plans for the three months ended March 31, 2015 and 2014.

Three Months Ended March 31	2015			2014		
	Pension	Other Benefits	Total	Pension	Other Benefits	Total
Service cost	\$ 1.3	\$ 0.2	\$ 1.5	\$ 1.2	\$ 0.5	\$ 1.7
Interest cost	3.6	1.2	4.8	3.9	2.0	5.9
Expected return on plan assets	(5.1)	(0.2)	(5.3)	(5.2)	(0.2)	(5.4)
Amortization of prior service cost (benefit)	0.2	(2.7)	(2.5)	0.2	(1.5)	(1.3)
Amortization of net actuarial loss	2.1	1.1	3.2	1.6	0.7	2.3
Total net periodic benefit cost	\$ 2.1	\$ (0.4)	\$ 1.7	\$ 1.7	\$ 1.5	\$ 3.2

During the three months ended March 31, 2015 and 2014, we made contributions to our global postretirement plans of \$2.6 and \$2.1, respectively. We expect to make contributions of approximately \$10 to \$15 to our global postretirement plans during the remainder of 2015, principally related to other postretirement employee benefit plans.

During the three months ended March 31, 2015 and 2014, \$0.5 and \$0.6, net of tax, respectively, was amortized from accumulated other comprehensive income into earnings related to prior service cost and net actuarial loss. No other reclassifications from accumulated other comprehensive income into earnings were recognized during any of the presented periods.

NOTE 15
LONG-TERM INCENTIVE EMPLOYEE COMPENSATION

Our long-term incentive plan (LTIP) costs are primarily recorded within general and administrative expenses. The following table provides the components of LTIP costs for the three months ended March 31, 2015 and 2014.

For the Three Months Ended March 31	2015	2014
Equity based awards	\$ 3.1	\$ 3.3
Liability-based awards	0.2	0.1
Total share-based compensation expense	\$ 3.3	\$ 3.4

At March 31, 2015, there was estimated unrecognized compensation cost of \$32.9 related to unvested equity-based awards that is expected to be recognized ratably over a weighted-average period of 2.4 years, and \$2.3 related to unvested liability-based awards that are expected to be recognized ratably over a weighted-average period of 1.9 years.

During the three months ended March 31, 2015, we granted the following LTIP awards as provided in the table below:

	# of Awards Granted	Grant Date Fair Value
Non-qualified stock options (NQOs)	0.2	\$ 11.23
Restricted stock units (RSUs)	0.2	\$ 41.52
Total shareholder return awards (TSR)	0.1	\$ 45.67
Return on invested capital awards (ROIC)	0.1	\$ 40.12

The NQOs vest either on the completion of a three-year service period or annually in three equal installments, as determined by employee level, and have a ten-year expiration period. RSUs, TSR awards, and ROIC awards vest on the completion of a three-year service period.

During the three months ended March 31, 2015 and 2014, 0.1 and 0.5 stock options were exercised resulting in proceeds of \$2.0 and \$9.0, respectively. In addition, restricted stock units of 0.2 vested and were issued during both the three months ended March 31, 2015 and 2014.

The fair value of each NQO grant was estimated on the date of grant using a binomial lattice pricing model that incorporates multiple and variable assumptions over time, including assumptions such as employee exercise patterns, stock price volatility and changes in dividends. The following table details the weighted average assumptions used to measure fair value and the resulting grant date fair value for the first quarter 2015 NQO grants.

Dividend yield	1.1%
Expected volatility	29.4%
Expected life	5.8 years
Risk-free rates	1.7%
Grant date fair value	\$11.23

NOTE 16 CAPITAL STOCK

On October 27, 2006, a three-year \$1 billion share repurchase program was approved by our Board of Directors (2006 Share Repurchase Program). On December 16, 2008, the provisions of the share repurchase program were modified by our Board of Directors to replace the original three-year term with an indefinite term. We repurchased 2.0 shares of common stock for \$80.0 during the three months ended March 31, 2015 under this program. We did not repurchase any shares of common stock during the three months ended March 31, 2014. To date, under the 2006 Share Repurchase Program, the Company has repurchased 18.4 shares for \$759.3.

Separate from the 2006 Share Repurchase Program, the Company repurchased 0.1 shares and 0.1 shares for an aggregate price of \$3.6 and \$4.8, during the three months ended March 31, 2015 and 2014, respectively, in settlement of employee tax withholding obligations due upon the vesting of restricted stock units.

NOTE 17 COMMITMENTS AND CONTINGENCIES

From time to time, we are involved in legal proceedings that are incidental to the operation of our businesses. Some of these proceedings allege damages relating to environmental exposures, intellectual property matters, copyright infringement, personal injury claims, employment and employee benefit matters, government contract issues and commercial or contractual disputes and acquisitions or divestitures. We will continue to aggressively defend all such claims. Although the ultimate outcome of any legal matter cannot be predicted with certainty, based on present information including our assessment of the merits of the particular claim, as well as our current reserves and insurance coverage, we do not expect that such legal proceedings will have a material adverse impact on our financial statements, unless otherwise noted below.

Asbestos Matters

ITT, including its subsidiary Goulds Pumps, Inc., has been sued, along with many other companies in product liability lawsuits alleging personal injury due to asbestos exposure. These claims generally allege that certain products sold by us or our subsidiaries prior to 1985 contained a part manufactured by a third party (e.g., a gasket) which contained asbestos. To the extent these third-party parts may have contained asbestos, it was encapsulated in the gasket (or other) material and was non-friable. As of March 31, 2015, there were 47 thousand pending active claims against ITT, including Goulds Pumps, filed in various state and federal courts alleging injury as a result of exposure to asbestos. Activity related to these asserted asbestos claims during the period was as follows:

For the Three Months Ended March 31 (in thousands)	2015	2014
Pending claims – Beginning	62	79
New claims	1	1
Settlements	—	(2)
Dismissals	(3)	(9)
Pending claims – Ending	60	69
Pending inactive claims ^(a)	13	18
Pending active claims	47	51

(a) Inactive claims represent pending claims in Mississippi filed in 2004 or prior, which have been excluded from our asbestos measurement because the plaintiffs cannot demonstrate a significant compensable loss. As such, management believes these claims have little-to-no value. There were no inactive claims dismissed or settled during the first quarter of 2015 or 2014.

Frequently, plaintiffs are unable to identify any ITT or Goulds Pumps product as a source of asbestos exposure. Our experience to date is that a majority of resolved claims are dismissed without any payment from the Company. Management believes that a large majority of the pending claims have little or no value. In addition, because claims are sometimes dismissed in large groups, the average cost per resolved claim can fluctuate significantly from period to period. ITT expects more asbestos-related suits will be filed in the future, and ITT will continue to aggressively defend or seek a reasonable resolution, as appropriate.

Asbestos litigation is a unique form of litigation. Frequently, the plaintiff sues a large number of defendants and does not state a specific claim amount. After filing of the complaint, the plaintiff engages defendants in settlement negotiations to establish a settlement value based on certain criteria, including the number of defendants in the case. Rarely do the plaintiffs seek to collect all damages from one defendant. Rather, they seek to spread the liability, and thus the payments, among many defendants. As a result of this and other factors, the Company is unable to estimate the maximum potential exposure to pending claims and claims estimated to be filed over the next 10 years.

Estimating our exposure to pending asbestos claims and those that may be filed in the future is subject to significant uncertainty and risk as there are multiple variables that can affect the timing, severity, quality, quantity and resolution of claims. Any predictions with respect to the variables impacting the estimate of the asbestos liability and related asset are subject to even greater uncertainty as the projection period lengthens. In light of the uncertainties and variables inherent in the long-term projection of the Company's asbestos exposures, although it is probable that the Company will incur additional costs for asbestos claims filed beyond the next 10 years, which additional costs may be material, we do not believe there is a reasonable basis for estimating those costs at this time.

The asbestos liability and related receivables reflect management's best estimate of future events. However, future events affecting the key factors and other variables for either the asbestos liability or the related receivables could cause actual costs or recoveries to be materially higher or lower than currently estimated. Due to these uncertainties, as well as our inability to reasonably estimate any additional asbestos liability for claims which may be filed beyond the next 10 years, it is not possible to predict the ultimate cost of resolving all pending and unasserted asbestos claims. We believe it is possible that future events affecting the key factors and other variables within the next 10 years, as well as the cost of asbestos claims filed beyond the next 10 years, net of expected recoveries, could have a material adverse effect on our financial statements.

Income Statement Charges

As part of our ongoing review of our net asbestos exposure, each quarter we assess the most recent qualitative and quantitative data available for the key inputs and assumptions, comparing the data to the expectations on which the most recent annual liability and asset estimates were based. Based on this evaluation, the Company determined that no change in the estimate was warranted for the period ended March 31, 2015 other than the incremental accrual to maintain a rolling 10-year forecast period. The net asbestos charge for the three months ended March 31, 2015 and 2014 was \$15.4 and \$15.8, respectively.

Changes in Financial Position

The Company's estimated asbestos exposure, net of expected recoveries, for the resolution of all pending claims and claims estimated to be filed in the next 10 years was \$758.3 and \$746.8 as of March 31, 2015 and December 31, 2014, respectively. The following table provides a rollforward of the estimated asbestos liability and related assets for the three months ended March 31, 2015.

	Liability	Asset	Net
Balance as of December 31, 2014	\$ 1,223.2	\$ 476.4	\$ 746.8
Asbestos provision	18.1	2.7	15.4
Net cash activity	(14.9)	(11.0)	(3.9)
Balance as of March 31, 2015	\$ 1,226.4	\$ 468.1	\$ 758.3
Current portion	\$ 105.7	\$ 102.3	
Noncurrent portion	\$ 1,120.7	\$ 365.8	

Environmental

In the ordinary course of business, we are subject to federal, state, local, and foreign environmental laws and regulations. We are responsible, or are alleged to be responsible, for ongoing environmental investigation and site remediation. These sites are in various stages of investigation and/or remediation and in many of these proceedings our liability is considered de minimis. We have received notification from the U.S. Environmental Protection Agency, and from similar state and foreign environmental agencies, that a number of sites formerly or currently owned and/or operated by ITT, and other properties or water supplies that may be or have been impacted from those operations, contain disposed or recycled materials or wastes and require environmental investigation and/or remediation. These sites include instances where we have been identified as a potentially responsible party under federal and state environmental laws and regulations.

The following table provides a rollforward of the estimated environmental liability and related assets for the three months ended March 31, 2015.

	Liability	Asset	Net
Balance as of December 31, 2014	\$ 89.9	\$ 7.7	\$ 82.2
Change in estimates for pre-existing accruals	0.2	—	0.2
Net cash activity	(4.4)	(0.2)	(4.2)
Foreign currency	(0.3)	—	(0.3)
Balance as of March 31, 2015	\$ 85.4	\$ 7.5	\$ 77.9

We are currently involved with 52 active environmental investigation and remediation sites. At March 31, 2015, we have estimated the potential high-end liability range of environmental-related matters to be \$152.

As actual costs incurred at identified sites in future periods may vary from our current estimates given the inherent uncertainties in evaluating environmental exposures, management believes it is possible that the outcome of these uncertainties may have a material adverse effect on our financial statements.

NOTE 18 SUBSEQUENT EVENTS

Acquisition of Hartzell Aerospace

Early in the second quarter of 2015, we completed the acquisition of Hartzell Aerospace (Hartzell) for a purchase price of \$53.1, net of cash acquired, that was funded through additional commercial paper borrowings. Hartzell, which reported 2014 revenues of \$34, designs and manufactures products to support aerospace applications, featuring a differentiated portfolio of environmental control system components and an established aftermarket business. Hartzell employs approximately 240 employees at its two facilities in California. The acquisition will be reported within the Control Technologies segment and complements the ITT aerospace growth platform, with customer and sales channel alignment and key high-growth and next-generation platform expansion opportunities.

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

(In millions, except per share amounts, unless otherwise stated)

OVERVIEW

ITT Corporation is a diversified manufacturer of highly engineered critical components and customized technology solutions for the energy, transportation and industrial markets. Building on our heritage of engineering, we partner with our customers to deliver enduring solutions to the key industries that underpin our modern way of life. We manufacture components that are integral to the operation of systems and manufacturing processes in our key markets. Our products provide enabling functionality for applications where reliability and performance are critically important to our customers and the users of their products.

Our businesses share a common, repeatable operating model. Each business applies technology and engineering expertise to solve our customer's most pressing challenges. Our applied engineering aptitude enables a tight business fit with our customers given the critical nature of their applications. This in turn provides us with a unique insight to our customer's requirements and enables us to develop solutions to assist our customers in achieving their business goals. Our technology and customer intimacy in tandem produce opportunities to capture recurring revenue streams, aftermarket opportunities, and long lived original equipment manufacturer (OEM) platforms.

Our product and service offerings are organized into four segments: Industrial Process, Motion Technologies, Interconnect Solutions, and Control Technologies. See Note 3, Segment Information, in this Report for a summary description of each segment. Additional information is also available in our 2014 Annual Report within Part I, Item 1, "Description of Business".

DISCUSSION OF FINANCIAL RESULTS

Three Months Ended March 31

For the Periods Ended March 31	Three Months		
	2015	2014	Change
Revenue	\$ 588.7	\$ 674.5	(12.7%)
Gross profit	199.0	214.8	(7.4%)
<i>Gross margin</i>	33.8%	31.8%	200bp
Operating expenses	141.1	166.5	(15.3%)
<i>Expense to revenue ratio</i>	24.0%	24.7%	(70)bp
Operating income	57.9	48.3	19.9%
<i>Operating margin</i>	9.8%	7.2%	260bp
Income tax expense	18.1	13.0	39.2%
<i>Effective tax rate</i>	31.9%	27.5%	440bp
Net income attributable to ITT Corporation	42.1	32.2	30.7%

All comparisons to the prior year included within Management's Discussion and Analysis of Financial Condition and Results of Operations refer to the quarter ended March 31, 2014, unless stated otherwise.

Executive Summary

During the first quarter of 2015, we recognized revenue of \$588.7 reflecting a decrease of \$85.8, or 12.7%, primarily related to the impact of unfavorable foreign currency translation of \$50.6. On an organic basis, revenue was down 5.2% compared to the prior year, reflecting challenging conditions across the industrial and oil and gas markets. Revenue derived within the transportation market was also down slightly as weakness in the aerospace and defense markets was partially offset by revenue growth from strength in global OEM automotive brake pads.

Orders received during the first quarter of 2015 were \$607.7 reflecting a decrease of \$90.0, or 12.9%, including a \$54.3 unfavorable impact from foreign currency translation. Organic orders declined 5.1% primarily due to lower order activity for highly engineered project pumps related to challenging conditions within the oil and gas, chemical and industrial markets, as well as weak connector demand across all markets. The impact of these challenging

conditions was partially offset by our continued strength in gaining placement on new global OEM automotive platforms.

Operating income increased 19.9%, to \$57.9, during the first quarter of 2015 versus the same prior year period. The higher operating income reflects lower restructuring costs, the benefit of past restructuring and Lean initiatives and focused cost containment efforts. These benefits outweighed the negative impacts from lower sales volume, operational disruptions at Interconnect Solutions associated with the relocation of certain operations to our facility in Nogales, Mexico, and unfavorable foreign currency fluctuations.

Income from continuing operations during the first quarter of 2015 was \$38.7, or \$0.42 per diluted share, representing an increase of \$5.5, or \$0.06 per diluted share, reflecting higher pre-tax income and lower outstanding shares due to our first quarter 2015 share repurchases, partially offset by a higher effective tax rate. Adjusted income from continuing operations was \$59.9, or \$0.65 per diluted share, for the first quarter of 2015, reflecting a \$2.5, or 4.4% increase, over the prior year.

During the first quarter of 2015, we continued to make balanced and effective organic investments, geared towards expanding our brake pad production capacity and systems capabilities. We also returned capital of approximately \$80 to shareholders through share repurchases, and increased our first quarter dividend by 7.5%, which represents the third straight year of dividend increases. We expect to complete an additional \$20 of share repurchases during the remainder of 2015. In addition, we further deployed capital with our acquisition of Hartzell Aerospace in the beginning of the second quarter. This acquisition aligns with our focus to expand our aerospace solutions and complements our Control Technologies portfolio in various ways.

Further details related to these results are contained elsewhere in the Discussion of Financial Results section. Refer to the section titled "Key Performance Indicators and Non-GAAP Measures" for reconciliations between GAAP and non-GAAP metrics.

REVENUE

For the Three Months Ended March 31	2015	2014	Change	Organic Growth ^(a)
Revenue by segment:				
Industrial Process	\$ 255.6	\$ 285.5	(10.5)%	(6.4)%
Motion Technologies	191.2	217.8	(12.2)%	2.8 %
Interconnect Solutions	77.5	100.0	(22.5)%	(16.9)%
Control Technologies	65.8	72.9	(9.7)%	(9.1)%
Eliminations	(1.4)	(1.7)	(17.6)%	—
Revenue	\$ 588.7	\$ 674.5	(12.7)%	(5.2)%
Revenue by country / region:				
United States	\$ 222.5	\$ 222.2	0.1 %	0.7 %
Germany	77.0	93.7	(17.8)%	(0.6)%
Canada	31.7	33.4	(5.1)%	(2.2)%
France	31.2	37.7	(17.2)%	(0.2)%
Other developed markets	60.1	92.9	(35.3)%	(16.6)%
Total developed markets	422.5	479.9	(12.0)%	(4.2)%
South and Central America	46.1	56.6	(18.6)%	(10.7)%
Eastern Europe and Russia	29.3	31.0	(5.5)%	12.1 %
Middle East and Africa	30.8	31.3	(1.6)%	(0.5)%
China and Hong Kong	34.5	44.7	(22.8)%	(19.4)%
Other emerging markets	25.5	31.0	(17.7)%	(13.2)%
Total emerging markets	166.2	194.6	(14.6)%	(7.8)%
Revenue	\$ 588.7	\$ 674.5	(12.7)%	(5.2)%

(a) See the section titled "Key Performance Indicators and Non-GAAP Measures" for a definition and reconciliation of organic revenue growth.

Industrial Process

Industrial Process revenue for the three months ended March 31, 2015 decreased \$29.9, or 10.5%, including an unfavorable foreign currency translation impact of \$11.6. Organic revenue decreased \$18.4, or 6.4%, primarily due to declines in volume that primarily related to the timing of certain shipments across all markets that moved into the second quarter of 2015. Revenue stemming from the oil and gas market was flat compared to the prior year, as project-related delays and poor market conditions principally in Asia, Latin America, and Russia, were offset by strength in North America and the Middle East from strong prior year order bookings. In addition, included within these markets we experienced higher year-over-year shipments of short-cycle baseline pumps due to a solid backlog entering 2015, as well as growth in our aftermarket parts and monitoring and controls products. However, a 29% decline in revenue related to the project pump business more than offset the strength in baseline pumps and the aftermarket business.

Orders for the three months ended March 31, 2015 were \$262.0, reflecting a decrease of \$34.9, or 11.8%, including an unfavorable foreign currency translation impact of \$14.0. Organic orders decreased \$21.0, or 7.1%, primarily due to the oil and gas market softness and difficult prior year comparisons, which included multiple large-scale highly engineered pump project wins. Similarly, orders within the chemical and industrial markets decreased primarily due to market uncertainty and a large North American order that was received in the first quarter of 2014. Order growth stemming from aftermarket activity partially offset the overall decline.

The level of order and shipment activity related to engineered pumps can vary from period to period, which may affect the year-over-year comparisons. Backlog as of March 31, 2015 was \$601.0, which is consistent with the December 31, 2014 balance, and includes a \$9.1 unfavorable foreign currency translation impact.

Motion Technologies

Motion Technologies revenue for the three months ended March 31, 2015 decreased \$26.6, or 12.2%, as a result of an unfavorable foreign currency translation impact of \$32.8. Organic revenue increased \$6.2 or 2.8%, primarily reflecting strength in original equipment manufacturers (OEM) brake pads across all major geographic regions, associated with past platform wins that are now entering production. In addition, manufacturing efficiencies stemming from our Lean initiative have improved brake pad production rates to record levels for the Friction Technologies business. Sales to original equipment suppliers (OES) were relatively flat as strength in the U.S. and China were offset by a decline in Europe. Sales into the independent aftermarket channel decreased approximately 18% due to timing impacts from our customer's inventory management. Sales from our Koni business were down slightly, reflecting a decline in volume to the China rail market and European truck and trailer market, which was partially offset by sales growth within the U.S. defense market related to our placement on a U.S. military platform.

Orders for the three months ended March 31, 2015 decreased \$26.5, or 11.8%, as a result of unfavorable foreign currency translation impacts of \$34.1. Organic orders increased \$7.6, or 3.4%. Organic orders increased 3.0% at our Friction Technologies business related to our continued strength in winning OEM platforms, partially offset by lower aftermarket orders due to a customer order phasing. Organic orders increased 7.0% in our Koni business primarily due to the placement of our shock absorbers on a new European OEM platform, as well as year-over-year order growth stemming from the European bus market and with our FSD (frequency selective damping) shock absorber product line.

Interconnect Solutions

Interconnect Solutions revenue for the three months ended March 31, 2015 decreased by \$22.5, or 22.5%, including an unfavorable foreign currency translation impact of \$5.6. Organic revenue declined \$16.9, or 16.9%, as sales volumes were down across all market categories. Weakness in the oil and gas and other strategic markets, declining revenue from end-of-life non-strategic connector platforms, and shipment delays due to operational disruptions from the relocation of certain production lines from our Santa Ana facility to our Nogales, Mexico facility were significant factors contributing to the overall decline in sales.

Orders for the three months ended March 31, 2015 decreased \$20.6, or 19.9%, including an unfavorable foreign exchange translation impact of \$5.5. Organic orders decreased \$15.1, or 14.6%, reflecting declines in our non-strategic end-of-life connector programs and demand within the aerospace, defense, and oil and gas connector markets.

Control Technologies

Control Technologies revenue for the three months ended March 31, 2015 decreased by \$7.1, or 9.7%, including an unfavorable foreign currency translation impact of \$0.5. Organic revenue declined \$6.6, or 9.1%, reflecting lower sales at CT Aerospace of 11% and CT Industrial of 7%, each due to lower sales volume. Results from CT Aerospace reflect a number of factors, including the timing of order patterns in our commercial OEM business, program declines in our Enivate product line, a large prior year retro-fit program during the first quarter of 2014, as well as an aerospace aftermarket program that is reaching its end-of-life. Results from CT Industrial primarily reflect project delays in energy absorption projects in China and the overall weakness in the oil and gas market.

Orders for the three months ended March 31, 2015 decreased \$8.4, or 11.3%, including an unfavorable foreign currency translation impact of \$0.7. Organic orders decreased \$7.7, or 10.4%, year-over-year, primarily due to a significant 2014 retro-fit aftermarket aerospace program, as well as softness in general industrial orders due to timing of infrastructure project starts, which were moved into the second quarter of 2015. In addition, the strengthening of the U.S. dollar against the Euro and the Yen has negatively impacted our orders within Europe and Japan.

GROSS PROFIT

The table below provides gross profit and gross margin by segment for the three months ended March 31, 2015 and 2014.

For the Periods Ended March 31	Three Months		
	2015	2014	Change
Gross profit:			
Industrial Process	\$ 84.5	\$ 87.5	(3.4)%
Motion Technologies	60.6	62.0	(2.3)%
Interconnect Solutions	25.3	35.5	(28.7)%
Control Technologies	28.4	29.5	(3.7)%
Corporate and Other	0.2	0.3	(33.3)%
Total gross profit	\$ 199.0	\$ 214.8	(7.4)%
Gross margin:			
Industrial Process	33.1%	30.6%	250bp
Motion Technologies	31.7%	28.5%	320bp
Interconnect Solutions	32.6%	35.5%	(290)bp
Control Technologies	43.2%	40.5%	270bp
Consolidated gross margin	33.8%	31.8%	200bp

OPERATING EXPENSES

For the Periods Ended March 31	Three Months		
	2015	2014	Change
Sales and marketing expenses	\$ 47.3	\$ 55.3	(14.5)%
General and administrative expenses	60.1	77.7	(22.7)%
Research and development expenses	18.3	17.7	3.4 %
Asbestos-related costs, net	15.4	15.8	(2.5)%
Total operating expenses	\$ 141.1	\$ 166.5	(15.3)%
Total Operating Expenses By Segment:			
Industrial Process	\$ 64.1	\$ 63.2	1.4 %
Motion Technologies	19.6	21.8	(10.1)%
Interconnect Solutions	20.5	38.5	(46.8)%
Control Technologies	14.1	14.0	0.7 %
Corporate & Other	22.8	29.0	(21.4)%

Sales and marketing expenses decreased \$8.0 or 14.5% mainly related to a decline in variable costs associated with sales volume.

General and administrative (G&A) expenses decreased \$17.6 or 22.7%, reflecting benefits from past restructuring and Lean initiatives and focused cost control management efforts; lower restructuring costs of \$6 (see Note 4, Restructuring Actions, to the Consolidated Condensed Financial Statements for additional information); and benefits from certain non-recurring operational items, including repositioning-related costs of \$3 incurred during 2014 (repositioning costs reflect certain charges incurred following the 2011 spin-off).

Research and development (R&D) expenses increased \$0.6 or 3.4%, reflecting our continued investment in product development activities. Spending levels at each business segment were relatively consistent with those of the prior year.

Asbestos-related costs, net decreased \$0.4 or 2.5% (see Note 17, Commitments and Contingencies, to the Consolidated Condensed Financial Statements for further information). These costs are consistent with the prior year, as both periods reflect the recognition of net expenses to maintain our rolling 10-year projection of asbestos claims.

OPERATING INCOME

For the Periods Ended March 31	Three Months		
	2015	2014	Change
Industrial Process	\$ 20.4	\$ 24.3	(16.0)%
Motion Technologies	41.0	40.2	2.0 %
Interconnect Solutions	4.8	(3.0)	260.0 %
Control Technologies	14.3	15.5	(7.7)%
Segment operating income	80.5	77.0	4.5 %
Asbestos-related costs, net	(15.4)	(15.8)	(2.5)%
Other corporate costs	(7.2)	(12.9)	(44.2)%
Total corporate and other costs	(22.6)	(28.7)	(21.3)%
Total operating income	\$ 57.9	\$ 48.3	19.9 %
Operating margin:			
Industrial Process	8.0%	8.5 %	(50)bp
Motion Technologies	21.4%	18.5 %	290bp
Interconnect Solutions	6.2%	(3.0)%	920bp
Control Technologies	21.7%	21.3 %	40bp
Segment operating margin	13.7%	11.4 %	230bp
Consolidated operating margin	9.8%	7.2 %	260bp

Industrial Process - operating income decreased \$3.9 or 16.0%; operating margin decreased 50 basis points

The decrease in operating income and margin was primarily the result of restructuring actions initiated during the first quarter of 2015 resulting in an \$8.0 decline in operating income, which were partially offset by the savings generated by these actions. Lower sales volumes and impacts from pricing pressures unfavorably impacted operating income by approximately \$6, but were almost entirely offset by favorable transactional impacts from foreign currency, net savings from Lean, sourcing, and cost control initiatives, and \$5 from a favorable product warranty resolution.

Motion Technologies - operating income increased \$0.8 or 2.0%; operating margin increased 290 basis points

Benefits from higher sales volume and net savings from Lean and sourcing initiatives, including notable productivity improvements at our Wuxi, China facility, that were almost entirely offset by the impacts of unfavorable foreign currency fluctuations of approximately \$7 and higher investment costs related to capacity expansion projects.

Interconnect Solutions - operating income increased \$7.8 or 260%; operating margin increased 920 basis points

The increase in operating income reflects lower restructuring costs of \$14.7 and the current period savings associated with prior year restructuring actions. Operating income was unfavorably impacted by approximately \$12 due a decline in sales volume from challenging market conditions as well from shipment delays and incremental costs related to operational disruptions from the relocation of certain production lines from our Santa Ana facility to our Nogales, Mexico facility. In addition, operating income reflects benefits from changes in sales mix and net savings from Lean, sourcing, and cost control initiatives.

Control Technologies - operating income decreased \$1.2 or 7.7%; operating margin increased 40 basis points

The decrease in operating income primarily stemmed from overall decreased sales volumes and an unfavorable change in sales mix, as well as higher strategic incremental investment costs. These items were partially offset by net savings from lean and sourcing initiatives and cost control management actions.

Other Corporate Costs - improved by \$5.7 or 44.2%

The decline in other corporate costs reflects lower investment-related expenditures versus the prior year, principally the strengthening of our Human Resource capabilities that took place during 2014 and costs associated with a company-wide culture initiative that launched during the first quarter of 2014. In addition, other corporate costs improved due to lower departmental spending related to cost control actions, as well as favorable impacts in corporate-owned life insurance assets and lower expense for environmental-related matters.

INCOME TAX EXPENSE

For the three months ended March 31, 2015 and 2014, the Company recognized income tax expense of \$18.1 and \$13.0, respectively, representing an effective tax rate of 31.9% and 27.5%. The higher effective tax rate in 2015 is primarily driven by a pre-tax loss from operations in Germany for which no income tax benefit is recorded. The Company continues to benefit from earnings eligible for the tax holiday in Korea, as well as a larger earnings mix in non-U.S. jurisdictions with favorable tax rates.

The Company operates in various tax jurisdictions and is subject to examination by tax authorities in these jurisdictions. The Company is currently under examination in several jurisdictions including Germany, Italy, Korea, the United Kingdom and the U.S. The U.S. federal income tax audit for the years 2009 through 2011 has received Joint Committee on Taxation review. We anticipate that we will receive the final audit report within the current year. The calculation of our tax liability for unrecognized tax benefits includes dealing with uncertainties in the application of complex tax laws and regulations in various tax jurisdictions. Due to the complexity of some uncertainties, the ultimate resolution may result in a payment that is materially different from our current estimate of the unrecognized tax benefit. The settlement of an examination could result in changes in amounts attributable to us through the Tax Matters Agreement entered into with Exelis and Xylem at the time of the 2011 spin-off. Over the next twelve months, the net amount of the tax liability for unrecognized tax benefits in foreign and domestic jurisdictions could change by approximately \$86.6 due to changes in audit status, expiration of statutes of limitations and other events.

INCOME FROM DISCONTINUED OPERATIONS, NET OF TAX

For the three months ended March 31, 2015 the Company recognized income from discontinued operations of \$3.4 principally relating to a tax audit in Germany associated with an entity that was part of the 2011 spin-off. For the three months ended March 31, 2014 the Company recognized a loss from discontinued operations of \$1.0 due to costs incurred related to certain legacy liabilities.

LIQUIDITY

Funding and Liquidity Strategy

Our funding needs are monitored and strategies are executed to meet overall liquidity requirements, including the management of our capital structure on both a short- and long-term basis. We expect to fund our ongoing working capital, capital expenditures, dividends, and financing requirements through cash flows from operations and cash on hand or by accessing the commercial paper market. If our access to the commercial paper market were adversely affected, we believe that alternative sources of liquidity, including our 2014 Revolving Credit Agreement, described below, would be sufficient to meet our short-term funding requirements.

We manage our worldwide cash requirements considering available funds among the many subsidiaries through which we conduct business and the cost effectiveness with which those funds can be accessed. We have identified and continue to look for opportunities to access cash balances in excess of local operating requirements to meet global liquidity needs in a cost-efficient manner. A majority of our cash and cash equivalents is held by our international subsidiaries. We have, and plan to, transfer cash between certain international subsidiaries and the U.S. and other international subsidiaries when it is cost effective to do so. Our intent is generally to indefinitely reinvest these funds outside of the U.S. consistent with our overall intention to support growth and expand in markets outside the U.S. through the development of products, increased non-U.S. capital spending, and potentially acquire foreign businesses. However, we have determined that certain undistributed foreign earnings generated in Luxembourg, Japan, Hong Kong, and South Korea should not be considered permanently reinvested outside of the U.S. Net cash distributions from foreign countries amounted to \$138.5 during 2014. There were no net cash distributions from foreign countries during the three months ended March 31, 2015. The timing and amount of additional future remittances, if any, remains under evaluation.

The amount and timing of dividends payable on our common stock are within the sole discretion of our Board of Directors and will be based on, and affected by, a number of factors, including our financial position and results of operations, available cash, expected capital spending plans, prevailing business conditions, and other factors the Board of Directors deems relevant. Therefore, there can be no assurance as to what level of dividends, if any, will be paid in the future. In the first quarter of 2015, we declared a dividend of \$0.1183 per share for shareholders of record on March 13, 2015, which was paid on April 1, 2015. The first quarter 2015 dividend reflects a 7.5% increase from the prior year.

Significant factors that affect our overall management of liquidity include our credit ratings, the adequacy of commercial paper and supporting bank lines of credit, and the ability to attract long-term capital on satisfactory

terms. We assess these factors along with current market conditions on a continuous basis, and as a result, may alter the mix of our short- and long-term financing when it is advantageous to do so.

We access the commercial paper market to supplement the cash flows generated internally to provide additional short-term funding for strategic investments and other funding requirements. We manage our short-term liquidity through the use of our commercial paper program by adjusting the level of commercial paper borrowings as opportunities to deploy additional capital arise and it is cost effective to do so. As of March 31, 2015, we had an outstanding commercial paper balance of \$113.5 and averaged an outstanding balance of \$16.8 during the first quarter of 2015. There have been no other material changes that have impacted our funding and liquidity capabilities since December 31, 2014.

Credit Facilities

On November 25, 2014, we refinanced our existing credit facility with a new five-year revolving \$500 credit agreement (the 2014 Revolving Credit Agreement). The 2014 Revolving Credit Agreement provides for increases in principal of up to \$200 for a possible maximum total of \$700 in aggregate principal amount, at the request of the Company and with the consent of the institutions providing such increased commitments. The 2014 Revolving Credit Agreement is intended to provide access to additional liquidity and be a source of alternate funding to the commercial paper program, if needed. Our policy is to maintain unused committed bank lines of credit in an amount greater than outstanding commercial paper balances. The provisions of the 2014 Revolving Credit Agreement require that we maintain an interest coverage ratio, as defined, of at least 3.0 times and a leverage ratio, as defined, of not more than 3.0 times. At March 31, 2015, we had no amounts outstanding under the 2014 Revolving Credit Agreement and our interest coverage ratio and leverage ratio were within the prescribed thresholds. In the event of certain ratings downgrades, the direct and indirect significant U.S. subsidiaries of the Company would be required to guarantee the obligations under the credit facility.

Sources and Uses of Liquidity

Our principal source of liquidity is our cash flow generated from operating activities, which provides us with the ability to meet the majority of our short-term funding requirements. The following table summarizes net cash derived from operating, investing, and financing activities from continuing operations, as well as net cash derived from discontinued operations, for the three months ended March 31, 2015 and 2014.

For the Three Months Ended March 31	2015	2014
Operating activities	\$ 8.2	\$ (13.2)
Investing activities	(40.0)	26.5
Financing activities	34.0	(3.4)
Foreign exchange	(15.8)	(1.7)
Total net cash flow from continuing operations	(13.6)	8.2
Net cash from discontinued operations	(0.3)	(0.4)
Net change in cash and cash equivalents	\$ (13.9)	\$ 7.8

Net cash provided by operating activities was \$8.2 for the three months ended March 31, 2015, representing an increase of \$21.4, or 162.1%, from the prior year. Segment operating income provided approximately \$3.5 of additional cash, after adjustment for non-cash charges such as depreciation and amortization. Cash activity related to income tax payments, net of refunds, resulted in a net year-over-year increase to cash flow from operations of \$9.7. Changes in working capital balances provided a year-over-year increase of \$19.0, primarily relating to a favorable change in accounts receivable of \$43.3 that was principally driven by differences in the timing of cash collections within Industrial Process. The benefit from accounts receivable was partially offset by a lower year-over-year cash flow benefit related to inventory of \$21.9 primarily within Industrial Process.

Net cash used in investing activities was \$40.0 reflecting an increase of \$66.5, primarily due to maturities of short-term investments (net of purchases) in the prior year that were \$58.2 higher than during 2015. Additionally, capital expenditure spending increased year-over-year by \$11.2, or 58.9%, primarily within Interconnect Solutions, related to the implementation of a new enterprise resource planning system and the production move from our Santa Ana facility to Nogales, Mexico facility; and within Motion Technologies, related to capacity expansion projects.

Net cash provided by financing activities was \$34.0 reflecting an increase of \$37.4 for the three months ended March 31, 2015, primarily due to higher year-over-year net commercial paper borrowings of \$124.5, which was partially offset by an increase in repurchases of ITT common stock of \$78.0. Additionally, cash received from the exercise of employee stock options declined by \$7.0.

Asbestos

Based on the estimated undiscounted asbestos liability as of March 31, 2015 for claims filed or estimated to be filed over the next 10 years, we have estimated that we will be able to recover approximately 38% of the asbestos indemnity and defense costs from our insurers. Actual insurance reimbursements may vary significantly from period to period and the anticipated recovery rate is expected to decline over time due to gaps in our insurance coverage, reflecting uninsured periods, the insolvency of certain insurers, prior settlements with our insurers, and our expectation that certain insurance policies will exhaust within the next 10 years. In the tenth year of our estimate, our insurance recoveries are currently projected to be 25%. Additionally, future recovery rates may be impacted by other factors, such as future insurance settlements, insolvencies, and judicial determinations relevant to our coverage program, which are difficult to predict and subject to a high degree of uncertainty.

While there are overall limits on the aggregate amount of insurance available to the Company with respect to asbestos claims, with respect to certain coverage, those overall limits were not reached by the estimated liability recorded by the Company at March 31, 2015.

Further, there is uncertainty in estimating when cash payments related to the recorded asbestos liability will be fully expended and such cash payments will continue for a number of years beyond the next 10 years due to the significant proportion of future claims included in the estimated asbestos liability and the delay between the date a claim is filed and when it is resolved. Subject to these inherent uncertainties, it is expected that cash payments related to pending claims and claims to be filed in the next 10 years will extend through approximately 2028.

Although asbestos cash outflows can vary significantly from year to year, our current net cash outflows, net of tax benefits, are projected to average \$15 to \$25 over the next five years, as compared to an average of \$11 over the past three annual periods, and increase to an average of approximately \$40 to \$50 per year over the remainder of the projection period.

In light of the uncertainties and variables inherent in the long-term projection of the Company's asbestos exposures and potential recoveries, although it is probable that the Company will incur additional costs for asbestos claims filed beyond the next 10 years, we do not believe that there is a reasonable basis for estimating the number of future claims, the nature of future claims, or the cost to resolve future claims for years beyond the next 10 years at this time. Accordingly, no liability or related asset has been recorded for any costs that may be incurred for claims asserted subsequent to 2025.

Due to these uncertainties, as well as our inability to reasonably estimate any additional asbestos liability for claims that may be filed beyond the next 10 years, it is not possible to predict the ultimate outcome of the cost of resolving the pending and estimated unasserted asbestos claims. We believe it is possible that the future events affecting the key factors and other variables within the next 10 years, as well as the cost of asbestos claims filed beyond the next 10 years, net of expected recoveries, could have a material adverse effect on our financial statements.

KEY PERFORMANCE INDICATORS AND NON-GAAP MEASURES

Management reviews a variety of key performance indicators including revenue, segment operating income and margins, earnings per share, orders growth, and backlog, among others. In addition, we consider certain measures to be useful to management and investors when evaluating our operating performance for the periods presented. These measures provide a tool for evaluating our ongoing operations and management of assets from period to period. This information can assist investors in assessing our financial performance and measures our ability to generate capital for deployment among competing strategic alternatives and initiatives, including, but not limited to, acquisitions, dividends, and share repurchases. These metrics, however, are not measures of financial performance under accounting principles generally accepted in the United States of America (GAAP) and should not be considered a substitute for measures determined in accordance with GAAP. We consider the following non-GAAP measures, which may not be comparable to similarly titled measures reported by other companies, to be key performance indicators:

n“organic revenue” and “organic orders” are defined as revenue and orders, excluding the impacts of foreign currency fluctuations and acquisitions and divestitures made during the current year. Divestitures include sales of portions of our business that did not meet the criteria for presentation as a discontinued operation. The period-over-period change resulting from foreign currency fluctuations is estimated using a fixed exchange rate for both the current and prior periods. A reconciliation of organic revenue from revenue for the quarter ended March 31, 2015 is provided below.

Three Months Ended March 31	Industrial Process	Motion Technologies	Interconnect Solutions	Control Technologies	Eliminations	Total ITT	% Change
2014 Revenue	\$ 285.5	\$ 217.8	\$ 100.0	\$ 72.9	\$ (1.7)	\$ 674.5	
Organic growth	(18.4)	6.2	(16.9)	(6.6)	0.4	(35.3)	(5.2)%
Acquisitions/(divestitures), net	0.1	—	—	—	—	0.1	— %
Foreign currency translation	(11.6)	(32.8)	(5.6)	(0.5)	(0.1)	(50.6)	(7.5)%
Total change in revenue	(29.9)	(26.6)	(22.5)	(7.1)	0.3	(85.8)	(12.7)%
2015 Revenue	\$ 255.6	\$ 191.2	\$ 77.5	\$ 65.8	\$ (1.4)	\$ 588.7	

A reconciliation of organic orders for the quarter ended March 31, 2015 is provided below:

Three Months Ended March 31	Industrial Process	Motion Technologies	Interconnect Solutions	Control Technologies	Eliminations	Total ITT	% Change
2014 Orders	\$ 296.9	\$ 224.6	\$ 103.6	\$ 74.1	\$ (1.5)	\$ 697.7	
Organic growth	(21.0)	7.6	(15.1)	(7.7)	0.4	(35.8)	(5.1)%
Acquisitions/(divestitures), net	0.1	—	—	—	—	0.1	— %
Foreign currency translation	(14.0)	(34.1)	(5.5)	(0.7)	—	(54.3)	(7.8)%
Total change in orders	(34.9)	(26.5)	(20.6)	(8.4)	0.4	(90.0)	(12.9)%
2015 Orders	\$ 262.0	\$ 198.1	\$ 83.0	\$ 65.7	\$ (1.1)	\$ 607.7	

n“adjusted segment operating income” is defined as operating income, adjusted to exclude special items that include, but are not limited to, restructuring and asset impairment charges, transformation costs, repositioning costs, acquisition-related expenses, and other unusual or infrequent operating items. Special items represent significant charges or credits that impact current results, but may not be related to the Company’s ongoing operations and performance.

Reconciliations of segment operating income to adjusted segment operating income for the three months ended March 31, 2015 and 2014, are provided in the tables below.

Three Months Ended March 31, 2015	Industrial Process	Motion Technologies	Interconnect Solutions	Control Technologies	Total Segment
Segment operating income	\$ 20.4	\$ 41.0	\$ 4.8	\$ 14.3	\$ 80.5
Restructuring costs	8.9	—	(0.2)	0.5	9.2
Adjusted segment operating income	\$ 29.3	\$ 41.0	\$ 4.6	\$ 14.8	\$ 89.7

Three Months Ended March 31, 2014	Industrial Process	Motion Technologies	Interconnect Solutions	Control Technologies	Total Segment
Segment operating income	\$ 24.3	\$ 40.2	\$ (3.0)	\$ 15.5	\$ 77.0
Restructuring costs	0.9	—	14.4	—	15.3
Transformation and repositioning costs	0.1	—	0.2	—	0.3
Other	(0.5)	—	0.5	—	—
Adjusted segment operating income	\$ 24.8	\$ 40.2	\$ 12.1	\$ 15.5	\$ 92.6

n “adjusted income from continuing operations” and “adjusted income from continuing operations per diluted share” are defined as income from continuing operations attributable to ITT Corporation and income from continuing operations attributable to ITT Corporation per diluted share, adjusted to exclude special items that include, but are not limited to, asbestos-related costs, transformation costs, repositioning costs, restructuring and asset impairment charges, acquisition-related expenses, income tax settlements or adjustments, and other unusual or infrequent non-operating items. Special items represent significant charges or credits, on an after-tax basis, that impact current results, but may not be related to the Company’s ongoing operations and performance.

A reconciliation of adjusted income from continuing operations, including adjusted income from continuing operations per diluted share, is provided below.

For the Three Months Ended March 31	Three Months	
	2015	2014
Income from continuing operations attributable to ITT Corporation	\$ 38.7	\$ 33.2
Net asbestos-related costs, net of tax	9.7	10.0
Restructuring costs, net of tax	8.7	9.7
Tax-related special items ^(a)	2.7	2.6
Other special items, net of tax	0.1	1.9
Adjusted income from continuing operations	\$ 59.9	\$ 57.4
Income from continuing operations attributable to ITT Corporation per diluted share	\$ 0.42	\$ 0.36
Adjusted income from continuing operations per diluted share	\$ 0.65	\$ 0.62

The special items, presented net of tax, above include an aggregate net tax benefit of \$6.3 and \$12.6 for the three months ended 2015 and 2014, respectively.

(a) Tax-related special items for the three months ended March 31, 2015 primarily relate to deemed distributions of foreign earnings. Tax-related special items for the three months ended March 31, 2014 primarily relate to the impacts from a change in NY state income tax law and on deemed distribution of foreign earnings.

n “adjusted free cash flow” is defined as net cash provided by operating activities less capital expenditures, adjusted for cash payments for restructuring actions, transformation costs, repositioning costs, net asbestos cash flows and other significant items that impact current results which management believes are not related to our ongoing operations and performance. Due to other financial obligations and commitments, the entire free cash flow may not be available for discretionary purposes. A reconciliation of adjusted free cash flow is provided below.

For the Three Months Ended March 31	2015	2014
Net cash provided by operating activities	\$ 8.2	\$ (13.2)
Capital expenditures ^(b)	(30.0)	(19.0)
Restructuring cash payments	6.6	5.8
Net asbestos cash flows	3.9	2.5
Transformation, repositioning, and other cash payments	2.2	4.6
Adjusted free cash flow	\$ (9.1)	\$ (19.3)

(b) Capital expenditures represent capital expenditures as reported in the Consolidated Condensed Statement of Cash Flows, less capital expenditures associated with transformation and repositioning activities. Capital expenditures associated with transformation and repositioning activities were \$0.2 and \$0 during the three months ended March 31, 2015 and 2014, respectively.

RECENT ACCOUNTING PRONOUNCEMENTS

See Note 2 to the Consolidated Condensed Financial Statements for information on recent accounting pronouncements.

CRITICAL ACCOUNTING ESTIMATES

The preparation of ITT's financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities. ITT believes the most complex and sensitive judgments, because of their significance to the Consolidated Condensed Financial Statements, result primarily from the need to make estimates about the effects of matters that are inherently uncertain. Management's Discussion and Analysis in the 2014 Annual Report describes the critical accounting estimates that are used in preparation of the Consolidated Condensed Financial Statements. Actual results in these areas could differ from management's estimates. There have been no significant changes concerning ITT's critical accounting estimates as described in our 2014 Annual Report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There has been no material change in the information concerning market risk as stated in our 2014 Annual Report.

ITEM 4. CONTROLS AND PROCEDURES

The Chief Executive Officer and Chief Financial Officer of the Company have evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (Exchange Act)) as of the end of the period covered by this report. Based on such evaluation, such officers have concluded that, as of the end of the period covered by this report, the Company's disclosure controls and procedures are effective.

There have been no changes in our internal control over financial reporting during the last fiscal quarter that have materially affected or are reasonably likely to materially affect the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time, we are involved in legal proceedings that are incidental to the operation of our businesses. Some of these proceedings allege damages relating to environmental exposures, intellectual property matters, copyright infringement, personal injury claims, employment and employee benefit matters, government contract issues and commercial or contractual disputes and acquisitions or divestitures. Descriptions of certain legal proceedings to which the Company is a party are contained in Note 17, "Commitments and Contingencies" to the Consolidated Condensed Financial Statements included in Part I, Item 1 of this Report and are incorporated by reference herein. Such descriptions include the following recent developments:

Asbestos Proceedings

ITT, including its subsidiary Goulds Pumps, Inc., has been joined as a defendant with numerous other companies in product liability lawsuits alleging personal injury due to asbestos exposure. These claims allege that certain of our products sold prior to 1985 contained a part manufactured by a third party (e.g., a gasket) which contained asbestos. To the extent these third-party parts may have contained asbestos, it was encapsulated in the gasket (or other) material and was non-friable. Frequently, the plaintiffs are unable to identify any ITT or Goulds Pumps product as a source of asbestos exposure. In addition, a large majority of claims pending against the Company have been placed on inactive dockets because the plaintiff cannot demonstrate a significant compensable loss. Our experience to date is that a substantial portion of resolved claims have been dismissed without payment by the Company.

We record a liability for pending asbestos claims and asbestos claims estimated to be filed over the next 10 years. While it is probable that we will incur additional costs for future claims to be filed against the Company, a liability for potential future claims beyond the next 10 years is not reasonably estimable due to the uncertainties and variables inherent in the long-term projection of the Company's asbestos exposures and potential recoveries. As of March 31, 2015, we have recorded an undiscounted asbestos-related liability for pending claims and unasserted claims estimated to be filed over the next 10 years of \$1,226.4, including expected legal fees, and an associated asset of \$468.1 which represents estimated recoveries from insurers, resulting in a net asbestos exposure of \$758.3.

ITEM 1A. RISK FACTORS

Reference is made to the risk factors set forth in Part I, Item 1A, "Risk Factors," of our 2014 Annual Report, which are incorporated by reference herein. There has been no material changes with regard to the risk factors disclosed in such report.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

(IN MILLIONS, EXCEPT PER SHARE AMOUNTS)	TOTAL NUMBER OF SHARES PURCHASED	AVERAGE PRICE PAID PER SHARE ⁽¹⁾	TOTAL NUMBER OF SHARES PURCHASED AS PART OF PUBLICLY ANNOUNCED PLANS OR PROGRAMS ⁽²⁾	MAXIMUM DOLLAR VALUE OF SHARES THAT MAY YET BE PURCHASED UNDER THE PLANS OR PROGRAMS ⁽²⁾
1/1/2015 - 1/31/2015	—	—	—	\$ 320.7
2/1/2015 - 2/28/2015	0.2	\$ 41.21	0.2	\$ 313.6
3/1/2015 - 3/31/2015	1.9	\$ 40.65	1.8	\$ 240.7

(1) Average price paid per share is calculated on a settlement basis and includes commissions.

(2) On October 27, 2006, our Board of Directors approved a three-year \$1 billion share repurchase program (2006 Share Repurchase Program). On December 16, 2008, our Board of Directors modified the provisions of the 2006 Share Repurchase Program to replace the original three-year term with an indefinite term. As of March 31, 2015, we had repurchased 18.4 shares for \$759.3, including commissions, under the 2006 Share Repurchase Program. The program is consistent with our capital allocation process, which has centered on those investments necessary to grow our businesses organically and through acquisitions, while also providing cash returns to shareholders. Our strategy for cash flow utilization is to invest in our business, execute strategic acquisitions, pay dividends and repurchase common stock.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Disclosure pursuant to Section 219 of the Iran Threat Reduction & Syria Human Rights Act (ITRA)

This disclosure is made pursuant to Section 219 of the Iran Threat Reduction and Syria Human Rights Act of 2012 which added subsection (r) to section 13 of the Exchange Act (Section 13(r)) requiring a public reporting issuer to disclose in its annual or quarterly reports whether it or any affiliates have knowingly engaged in specified activities or transactions relating to Iran, including activities conducted outside the United States by non-U.S. affiliates in compliance with local law.

In its 2012 Annual Report, ITT described its acquisition of all the shares of Bornemann in November 2012, as well as certain activities of Bornemann in Iran and the wind down of those activities in accordance with a General License issued on December 26, 2012 (the General License) by the Office of Foreign Assets Control (OFAC). As permitted by the General License, on or before March 8, 2013, Bornemann completed the wind-down activities and ceased all activities in Iran. As required to be disclosed by Section 13(r), the gross revenues and operating income to Bornemann from its Iranian activities subsequent to its acquisition by ITT were Euros 2.2 million and Euros 1.5 million, respectively. Prior to its acquisition by ITT, Bornemann issued a performance bond to its Iranian customer in the amount of Euros 1.3 million (the Bond). Bornemann requested that the Bond be canceled prior to March 8, 2013; however, the former customer refused this request and as a result the Bond remains outstanding. Bornemann did not receive gross revenues or operating income, or pay interest, with respect to the performance bond in either 2014 or 2013, however, Bornemann did pay fees in 2014 and 2013 of approximately Euros 11 and 43 thousand, respectively to the German financial institution which is maintaining the performance bond.

ITEM 6. EXHIBITS

(a) See the Exhibit Index for a list of exhibits filed herewith.

EXHIBIT INDEX

EXHIBIT NUMBER	DESCRIPTION	LOCATION
(10.01)*	ITT Corporation Form of 2015 Performance Unit Award Agreement (Executive Officer)	Filed herewith.
(10.02)*	ITT Corporation Form of 2015 Non-Qualified Stock Option Award Agreement (Executive Officer)	Filed herewith.
(10.03)*	ITT Corporation Form of 2015 Restricted Stock Unit Agreement (Stock Settled)	Filed herewith.
(31.1)	Certification pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith.
(31.2)	Certification pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith.
(32.1)	Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	This Exhibit is intended to be furnished in accordance with Regulation S-K Item 601(b) (32) (ii) and shall not be deemed to be filed for purposes of Section 18 of the Securities Exchange Act of 1934 or incorporated by reference into any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, except as shall be expressly set forth by specific reference.
(32.2)	Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	This Exhibit is intended to be furnished in accordance with Regulation S-K Item 601(b) (32) (ii) and shall not be deemed to be filed for purposes of Section 18 of the Securities Exchange Act of 1934 or incorporated by reference into any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, except as shall be expressly set forth by specific reference.
(101)	The following materials from ITT Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 2015, formatted in XBRL (Extensible Business Reporting Language): (i) Consolidated Condensed Income Statements, (ii) Consolidated Condensed Statements of Comprehensive Income, (iii) Consolidated Condensed Balance Sheets, (iv) Consolidated Condensed Statements of Cash Flows, (v) Consolidated Condensed Statements of Changes in Shareholders' Equity, and (vi) Notes to Consolidated Condensed Financial Statements	Submitted electronically with this report.

* Management compensatory plan

ITT CORPORATION 2011 OMNIBUS INCENTIVE PLAN**PERFORMANCE UNIT AWARD AGREEMENT**

THIS AGREEMENT (the "Agreement"), effective as of the 25th day of **February 2015**, by and between ITT Corporation (the "Company") and _____ (the "Participant"),

WITNESSETH:

WHEREAS, the Participant is now employed by the Company or an Affiliate of the Company, and in recognition of the Participant's valued services, the Company, through the Compensation and Personnel Committee of its Board of Directors (the "Committee"), desires to provide an opportunity for the Participant to receive a performance-based long-term incentive award, pursuant to the provisions of the ITT Corporation 2011 Omnibus Incentive Plan, as approved by the Board of Directors on February 23, 2011 and effective May 11, 2011 (the "Plan").

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement and the provisions of the Plan, which is incorporated herein as part of this Agreement and which provides definitions for capitalized terms not otherwise defined herein, and any administrative rules and regulations related to the Plan as may be adopted by the Committee, the parties hereto hereby agree as follows:

1. **Grant of Award and Performance Period.** In accordance with, and subject to, the terms and conditions of the Plan and this Agreement, the Company hereby grants to the Participant this performance unit award (the "Award"). A performance unit corresponds to the right to receive one Share, subject to the terms of the Award. The target number of performance units subject to this Award is _____ (the "Target Units"). The actual number of performance units that will be settled under this Award will depend upon the achievement of the threshold performance goal described in Section 2 of this Agreement during the Performance Period, which for this Award commences **January 1, 2015** and ends **December 31, 2017**.
2. **Terms and Conditions.** It is understood and agreed that this Award is subject to the following terms and conditions:
 - (a) **Threshold Condition to Payout of Awards.** Payment under this Award shall not be due and payable to the Grantee unless the Company earns a level of "Adjusted EBITDA" (as defined below) in any rolling consecutive four calendar quarter period during the Performance Period that exceeds \$190 million (the "Threshold"). For purposes of this Agreement, "Adjusted EBITDA" means net income before interest, taxes, depreciation and amortization, adjusted to exclude the impact of (a) asset write-downs, (b) litigation or claim judgments or settlements, (c) the effect of changes in tax laws, accounting principles, or other laws or provisions affecting reported results, (d) any reorganization and restructuring programs, (e) extraordinary nonrecurring items, (f) acquisitions or divestitures, and (g) foreign exchange gains and losses. If the Threshold is achieved, then the number of performance units due and payable to the Participant hereunder shall be a number equal to the number of Target Units set forth above multiplied by two. In the event of an Acceleration Event that constitutes a change of ownership or control (as determined under Section 162(m) of the Code) and that occurs during the Performance Period, the Threshold shall be deemed to have been satisfied. Notwithstanding the foregoing, the Committee reserves the right, in the exercise of its total discretion, to reduce the number of performance units that shall be due and payable to the Participant hereunder.
 - (b) **Additional Factors.** For guidance to the Committee in determining the level of the Award that may be paid hereunder, the Committee will take into account the "Performance Unit Award Payout" and other terms and conditions set forth below, but the Committee is not obligated to apply these factors in determining the actual amount of Awards payable. The "Performance Unit Award Payout" shall be the sum of the TSR Unit Payout and the ROIC Unit Payout, each as described below.
 - (i) **TSR Unit Payout.** 50% of the Target Units shall be "TSR Target Units." The performance units calculated with respect to the TSR Target Units shall be determined in accordance with the following formula:

$$\text{TSR Unit Payout} = \text{Payout Factor} \times \text{TSR Target Units}$$

The "Payout Factor" is based on the Company's Total Shareholder Return (defined and measured as described below, the "TSR") for the Performance Period relative to the TSR for

each company in the S&P 400 Capital Goods Index (“Peer Group”), determined in accordance with the following table:

If Company’s TSR rank against the S&P 400 Capital Goods Index is	TSR Payout Factor (% of TSR Target Units)
less than the 35 th percentile	0%
at the 35 th percentile	50%
at the 50 th percentile	100%
at the 80 th percentile or more	200%
The Payout Factor is interpolated for actual results between the 35 th percentile and the 80 th percentile shown above.	

The term “Total Shareholder Return” for a particular Performance Period means the rate of return (expressed as a percentage) achieved with respect to the common stock of the Company and the common stock of each company in the Peer Group for such Performance Period. Total Shareholder Return includes the sum of two components:

- The cumulative percentage change in the common stock price from the beginning of the Performance Period to the end of the Performance Period measured as the change between the average closing price of such common stock for the trading days occurring in the month ending December 31, 2014 and the month ending December 31, 2016; and
 - All dividends paid and any other extraordinary shareholder actions paid with respect to a share of common stock during such Performance Period are accumulated with assumed reinvestment in the common stock of the Company and divided by the average closing prices for the trading days occurring in the month ending December 31, 2014.
- (ii) *ROIC Unit Payout.* 50% of the Target Units shall be “ROIC Target Units.” The performance units calculated with respect to the ROIC Target Units shall be determined in accordance with the following formula:

$$\text{ROIC Unit Payout} = \text{Payout Factor} \times \text{ROIC Target Units}$$

The “Payout Factor” is based on the Return on Invested Capital (“ROIC”) achieved during the final year of the Performance Period. ROIC refers to a percentage calculated by dividing (A) income from continuing operations attributable to the Company, adjusted to exclude the after-tax impact from special items, interest expense, and amortization expense from intangible assets by (B) average total assets of continuing operations, less asbestos-related assets (including deferred tax assets on asbestos-related matters) and non-interest bearing current liabilities for the five preceding quarterly periods, adjusted to exclude the after-tax impact from special items. Special items represent significant charges or credits that impact results, but may not be related to the Company’s ongoing operations and performance. The “Payout Factor” is determined in accordance with the following table:

Return on Invested Capital	ROIC Payout Factor (% of ROIC Target Units)
X%	50%
X%	100%
X%	200%
The Payout Factor is interpolated between the actual ROIC results.	

- (c) **Form and Timing of Payment of Award.** Payment with respect to an earned Performance Unit Award shall be made (i) as soon as practicable (but not later than March 15th) in the calendar year following the close of the Performance Period, and (ii) in Shares in an amount equal to the Performance Unit Award Payout, as determined under this Section 2, in each case subject to subsections 2(e) and 2(f).
- (d) **Effect of Termination of Employment.** Except as otherwise provided below (each provision of which is subject to the attainment of the Threshold and the Committee’s discretion), if the Participant’s

employment with the Company or an Affiliate of the Company is terminated for any reason prior to the end of the Performance Period, any Award subject to this Agreement shall be immediately forfeited.

- (i) Termination due to Death or Disability. If the Participant's termination of employment is due to death or Disability (as defined below), the Award shall vest and will be payable at the time and in the form as provided in subsection 2(c) above and shall be based on the performance criteria set forth in subsection 2(b) above as measured for the entire Performance Period.
- (ii) Termination due to Early Retirement. If the Participant's termination of employment is due to Early Retirement (as defined below), then a prorated portion of the Award shall vest in accordance with the provisions of this subsection and will be payable at the time and in the form as provided in subsection 2(c) above. The prorated portion of the Award that vests due to termination of the Participant's employment due to Early Retirement shall be determined by multiplying (i) the Performance Unit Award Payout determined pursuant to subsection 2(b) above for the entire Performance Period, by (ii) a fraction, the numerator of which is the number of full months the Participant has been continually employed since the beginning of the Performance Period and the denominator of which is 36. For this purpose, full months of employment shall be based on monthly anniversaries of the commencement of the Performance Period.
- (iii) Termination by the Company for Other than Cause. If the Participant's employment is terminated by the Company (or an Affiliate of the Company, as the case may be) for other than Cause, a prorated portion of the Award shall vest in accordance with the provisions of this subsection and will be payable at the time and in the form as provided in subsection 2(c) above. The prorated portion of the Award that vests due to termination of the Participant's employment by the Company for other than cause shall be determined by multiplying (i) the Performance Unit Award Payout determined pursuant to subsection 2(b) above for the entire Performance Period, by (ii) a fraction, the numerator of which is the number of full months the Participant has been continually employed since the beginning of the Performance Period and the denominator of which is 36. For this purpose, full months of employment shall be based on monthly anniversaries of the commencement of the Performance Period. The term "Cause" shall mean "cause" as defined in any employment agreement then in effect between the Participant and the Company, or if not defined therein, or if there is no such agreement, the Participant's (a) embezzlement, misappropriation of corporate funds, or other material acts of dishonesty; (b) commission or conviction of any felony, or of any misdemeanor involving moral turpitude, or entry of a plea of guilty or nolo contendere to any felony or misdemeanor; (c) engagement in any activity that the Participant knows or should know could harm the business or reputation of the Company or an affiliate; (d) material failure to adhere to the Company's or its subsidiaries' or affiliates' corporate codes, policies or procedures as in effect from time to time; (e) willful failure to perform the Participant's assigned duties, repeated absenteeism or tardiness, insubordination, or the refusal or failure to comply with the directions or instructions of the Participant's supervisor, as determined by the Company or an affiliate; (f) violation of any statutory, contractual, or common law duty or obligation to the Company or an affiliate, including, without limitation, the duty of loyalty; (g) the Participant's violation of any of the applicable provisions of subsection 2(i) of this Agreement; or (h) material breach of any confidentiality or non-competition covenant entered into between the Participant and the Company or an affiliate. The determination of the existence of Cause shall be made by the Company in good faith, and such determination shall be conclusive for purposes of this Agreement.
- (iv) Termination Due to Normal Retirement.
 - (A) After First 12 Months. If the Participant's separation from service is due to Normal Retirement (as defined below), and the separation from service occurs at least twelve (12) months after the first day of the Performance Period, the Award shall vest and will be payable in the amount determined pursuant to subsection 2(b) at the time and in the form as provided in subsection 2(c) above.
 - (B) Within First 12 Months. If the Participant's separation from service is due to Normal Retirement, and the separation from service occurs within the first twelve (12) months of the Performance Period, then a prorated portion of the Award shall vest in accordance with the provisions of this subsection and will be payable at the

time and in the form as provided in subsection 2(c) above. The prorated portion of the Award that vests in accordance with the previous sentence shall be determined by multiplying (i) the Performance Unit Award Payout determined pursuant to subsection 2(b) above for the entire Performance Period, by (ii) a fraction, the numerator of which is the number of full months the Participant has been continually employed since the beginning of the Performance Period and the denominator of which is 12. For this purpose, full months of employment shall be based on monthly anniversaries of the commencement of the Performance Period.

- (v) Early and Normal Retirement. For purposes of this Agreement, the term “Early Retirement” shall mean any termination of the Participant’s employment (other than a Normal Retirement) after the date the Participant attains age 55 and completes 10 or more years of Effective Service (as such term is defined in the ITT Corporation Retirement Savings Plan for Salaried Employees). The term “Normal Retirement” shall mean any termination of the Participant’s employment after (A) the date the Participant attains age 62 and completes 10 or more years of Effective Service (as such term is defined in the ITT Corporation Retirement Savings Plan for Salaried Employees) or, if earlier, (B) the date the Participant attains age 65.
 - (vi) Disability. For purposes of this Agreement, the term “Disability” shall mean the complete and permanent inability of the Participant to perform all of his or her duties under the terms of his or her employment, as determined by the Committee upon the basis of such evidence, including independent medical reports and data, as the Committee deems appropriate or necessary.
- (e) **Involuntary Termination of Employment Without Cause or Termination With Good Reason After an Acceleration Event.**
- (i) Vesting. Notwithstanding anything in the Plan to the contrary other than subsection 2(f)(i) (but subject to attainment of the Threshold to the extent required as described above and the Committee’s discretion), if, during the Performance Period, the Participant’s employment is terminated on or within two (2) years after an Acceleration Event (A) by the Company (or an Affiliate, as the case may be) for other than Cause, as defined herein, and not because of the Participant’s Early or Normal Retirement, Disability, or death, or (B) by the Participant because of Good Reason, then the Award shall become fully vested and valued as provided below in this subsection 2(e) and shall be paid at the time specified in subsection 2(c).
 - (ii) Payment Amount. Notwithstanding any provisions of this Agreement to the contrary, the value of the Performance Unit Award Payout payable under this subsection 2(e) shall be equal to the greater of (A) the “most recent share price” multiplied by the sum of (I) 50% of the Target Units multiplied by the TSR Payout Factor for the “most recent performance period” and (II) 50% of the Target Units multiplied by the ROIC Payout Factor for the “most recent performance period” or (B) the “most recent share price” multiplied by the Target Units. For this purpose, “most recent share price” means the market price of a Share on the date of the Acceleration Event, and “most recent performance period” means the performance period with respect to a similar performance-based award of the Company that most recently ended before the termination of employment.
 - (iii) Good Reason. For this purpose, the term “Good Reason” shall mean (A) without the Participant’s express written consent and excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company or its affiliates within 30 days after receipt of notice thereof given by the Participant, (I) a reduction in the Participant’s annual base compensation (whether or not deferred), (II) the assignment to the Participant of any duties inconsistent in any material respect with the Participant’s position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or (III) any other action by the Company or its affiliates that results in a material diminution in such position, authority, duties or responsibilities; or (B) without the Participant’s express written consent, the Company’s requiring the Participant’s primary work location to be other than within twenty-five (25) miles of the location where the Participant was principally working immediately prior to the Acceleration Event; provided, that “Good Reason” shall cease to exist for an event on the 90th day following the later of its occurrence or the Participant’s knowledge thereof, unless the Participant has given the Company notice thereof prior to such date.

(f) **Other Payments After an Acceleration Event.**

- (i) **Going Private Transaction.** If an Acceleration Event occurs that constitutes a change in control under Section 409A of the Code and any related regulations or other effective guidance promulgated thereunder ("Section 409A") and, immediately following the Acceleration Event the common stock of the Company (or, if applicable, its successor) is not publicly traded, the Award shall immediately become 100% vested as of the date of the Acceleration Event and be settled in cash on such date in the amount described in clause (iii) below.
- (ii) **Other Acceleration Event.** If clause (i) above does not apply and a Performance Period ends after the occurrence of an Acceleration Event, then, notwithstanding any provisions of this Agreement to the contrary (except as provided in subsection 2(e), and subject to attainment of the Threshold to the extent required as described above and the Committee's discretion), the Award shall be settled at the time provided in subsection 2(c) in the amount determined under clause (iii) below.
- (iii) **Amount.** In the event of a payment under clause (i) or clause (ii), above, the value of the Performance Unit Award Payout payable at a time otherwise provided herein shall be equal to shall be equal to the greater of (A) the "most recent share price" multiplied by the sum of (I) 50% of the Target Units multiplied by the TSR Payout Factor for the "most recent performance period" and (II) 50% of the Target Units multiplied by the ROIC Payout Factor for the "most recent performance period" or (B) the "most recent share price" multiplied by the Target Units. For this purpose, "most recent share price" means the market price of a Share on the date of the Acceleration Event, and "most recent performance period" means the performance period with respect to a similar performance-based award of the Company that most recently ended before the Acceleration Event.

(g) **Tax Withholding.** Payments with respect to Awards under the Plan shall be subject to applicable tax withholding obligations as described in Article 15 of the Plan, or, if the Plan is amended, successor provisions.

(h) **No Shareholder Rights.** The Participant shall not be entitled to any rights or privileges of ownership of Shares with respect to this Award unless and until a Share is actually delivered to the Participant in settlement of this Award pursuant to this Agreement.

(i) **Participant Bound by Plan and Rules.** The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement and agrees to be bound by the terms and provisions thereof. The Participant agrees to be bound by any rules and regulations for administering the Plan as may be adopted by the Committee prior to the settlement of the Award subject to this Agreement. The Committee shall be authorized to make all necessary interpretations concerning the provisions of this Agreement and the proper application of those provisions to particular fact patterns, including but not limited to the basis for the Participant's termination of employment, and any such interpretation shall be final.

(j) **Non-Competition, Non-Solicitation and Non-Disparagement.** In consideration of the Company entering into this Agreement with the Participant, the Participant agrees as follows:

- (i) During Participant's employment with the Company (which, for purposes of this subsection (j) includes its affiliates), Participant will not, directly or indirectly, except for on behalf of the Company or except with the prior written approval of ITT Corporation ("ITT"), either as an employee, employer, consultant, agent, principal, partner, stockholder, member, corporate officer, director or in any other individual or representative capacity, engage or attempt to engage in any competitive activity relating to the Company's business or products, or to its actual or demonstrably anticipated research or development, nor will Participant engage in any other activities that conflict with Participant's employment obligations to the Company, where such activities (other employment, occupations, consulting, business activities, commitments, anticipated research or development, or conflicts) violate ITT's Code of Conduct. Activities and commitments as used herein do not include passive investments in stocks or other financial instruments.
- (ii) For a period of twelve (12) months following the termination of Participant's employment with the Company for any reason, Participant agrees that Participant will not, directly or indirectly, except with the Company's prior written approval, voluntarily or involuntarily, either as an

employee, employer, consultant, agent, principal, partner, stockholder, member, corporate officer, director or in any other individual or representative capacity, engage or attempt to engage in any competitive activity relating to the Company's business or products, or to its actual or demonstrably anticipated research or development. For the purposes of this subparagraph, "competitive activity" shall mean perform services for, have an interest in, be employed by, or do business with (including as a consultant), any person, firm, or corporation engaged in the same or a similar business as the Company's within the geographic territories in which the Company has transacted business for the twelve (12) months prior to Participant's termination of employment. Participant further agrees that Participant will not engage in any actions to divert or take away any customer or supplier of the Company, seek to reduce the amount of business performed or engaged in by the Company with any customer or supplier, or provide services to, or assist in any manner any competitor, or otherwise compete with the Company in the development, manufacture, sale or licensing of any products or services competitive with the products or services developed or marketed by the Company.

- (iii) Throughout his or her term of employment with the Company and for a period of twelve (12) months following the Participant's termination of employment with the Company for any reason, the Participant shall not, directly or indirectly, divert or attempt to divert or assist others in diverting any business of the Company by soliciting, contacting or communicating with any customer or supplier of the Company with whom the Participant has direct or indirect contact or upon termination of employment has had direct or indirect contact during the twelve (12) month period immediately preceding the Participant's date of termination with the Company.
- (iv) For a period of twelve (12) months following Participant's termination of employment with the Company for any reason, the Participant shall not, directly or indirectly, solicit, induce, attempt to induce or assist others in attempting to induce any employee of the Company with whom the Participant has worked or had material contact with, during the twelve (12) month period immediately preceding the termination of the Participant's employment, to leave the employment of the Company or a subsidiary of the Company or to accept employment or affiliation with (including as a consultant) any other company or firm of which the Participant becomes an employee, owner, partner or consultant.
- (v) The Participant agrees that throughout Participant's term of employment with the Company and for a period of twelve (12) months following the termination of Participant's employment for any reason, Participant will not make any statements, orally or in writing, cause to be published, or in any way disseminate any information concerning the Company or any subsidiaries of the Company concerning the Company's business, business operations or business practices that in any way, in form or substance, harms, disparages or otherwise casts an unfavorable light upon the Company or any subsidiaries of the Company or upon any of their reputations or standing in the business community or the community as a whole.
- (vi) If the Participant violates the terms of this subsection (j), then, in addition to any other remedy the Company might have, no amount shall be due to the Participant under this Agreement and the Participant shall be required to repay to the Company all amounts and Shares paid under this Agreement (or proceeds from Shares, if applicable).
- (k) **Governing Law.** This Agreement is issued in White Plains, New York, and shall be governed and construed in accordance with the laws of the State of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.
- (l) **Severability.** Any term or provision of this Agreement that is determined to be invalid or unenforceable by any court of competent jurisdiction in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction and such invalid or unenforceable provision shall be modified by such court so that it is enforceable to the extent permitted by applicable law.
- (m) **Section 409A Compliance.** To the extent applicable, it is intended that the Plan and this Agreement comply with the requirements of Section 409A, and the Plan and this Agreement shall be interpreted accordingly.

- (i) If it is determined that all or a portion of the Award constitutes deferred compensation for purposes of Section 409A, and if the Participant is a "specified employee," as defined in Section 409A(a)(2)(B)(i) of the Code, at the time of the Participant's separation from service, then, to the extent required under Section 409A, any portion of this Award that would otherwise be distributed upon the Participant's termination of employment, shall instead be distributed on the earlier of (x) the first business day of the seventh month following the date of the Participant's termination of employment or (y) the Participant's death.
- (ii) It is intended that this Agreement shall comply with the provisions of Section 409A, or an exception to Section 409A, to the extent applicable, so as not to subject the Participant to the payment of interest and taxes under Section 409A. Further, any reference to termination of employment, Early Retirement, Normal Retirement, separation from service, or similar terms under this Agreement shall be interpreted in a manner consistent with the definition of "separation from service" under Section 409A.
- (n) **Successors.** All obligations of the Company under this Agreement shall be binding on any successor to the Company, and the term "Company" shall include any successor.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its Chief Executive Officer, President or a Vice President, as of the 25th day of February 2015.

Agreed to: **ITT Corporation**

Participant

Dated: _____

Dated: February 25, 2015

ITT CORPORATION

2011 OMNIBUS INCENTIVE PLAN

2015 NON-QUALIFIED STOCK OPTION AWARD AGREEMENT

THIS AGREEMENT (the "Agreement"), effective as of the **25th day of February, 2015**, by and between ITT Corporation (the "Company") and _____ (the "Optionee"),

WITNESSETH:

WHEREAS, the Optionee is now employed by the Company or an Affiliate (as defined in the Company's 2011 Omnibus Incentive Plan (the "Plan")) as an employee, and in recognition of the Optionee's valued services, the Company, through the Compensation and Personnel Committee of its Board of Directors (the "Committee"), desires to provide an opportunity for the Optionee to acquire or enlarge stock ownership in the Company, pursuant to the provisions of the Plan.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement and the provisions of the Plan, a copy of which is attached hereto and incorporated herein as part of this Agreement and which provides definitions for capitalized terms not otherwise defined herein, and any administrative rules and regulations related to the Plan as may be adopted by the Committee, the parties hereto hereby agree as follows:

1. **Grant of Options.** In accordance with, and subject to, the terms and conditions of the Plan and this Agreement, the Company hereby confirms the grant on February 25, 2015, (the "Grant Date") to the Optionee of the option to purchase from the Company all or any part of an aggregate of _____ Shares (the "Option"), at the purchase price of **\$41.52** per Share (the "Option Price" or "Exercise Price"). The Option shall be a Nonqualified Stock Option.
2. **Terms and Conditions.** It is understood and agreed that the Option is subject to the following terms and conditions:
 - (a) **Expiration Date.** The Option shall expire on **February 25, 2025**, or, if the Optionee's employment terminates before that date, on the date specified in subsection (f) below.
 - (b) **Exercise of Option.** The Option may be exercised at any time to the extent it has vested until the date it expires under the terms of this Agreement.
 - (c) **Vesting.** Subject to subsections 2(a) and 2(f), the Option shall vest in full upon **February 25, 2018**.
 - (d) **Payment of Exercise Price.** Permissible methods for payment of the Exercise Price upon exercise of the Option are described in Section 6.6 of the Plan, or, if the Plan is amended, successor provisions. In addition to the methods of exercise permitted by Section 6.6 of the Plan, the Optionee may exercise all or part of the Option by way of (i) broker-assisted cashless exercise in a manner consistent with the Federal Reserve Board's Regulation T, unless the Committee determines that such exercise method is prohibited by law, or (ii) net-settlement, whereby the Optionee directs the Company to withhold Shares that otherwise would be issued upon exercise of the Option having an aggregate Fair Market Value on the date of the exercise equal to the Exercise Price, or the portion thereof being exercised by way of net-settlement (rounding up to the nearest whole Share).
 - (e) **Tax Withholding.** The Company shall have the power and the right to deduct or withhold, or require the Optionee to remit to the Company, all applicable federal, state, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to the exercise of the Option. The Optionee may elect to satisfy the withholding requirement, in whole or in part, by having the Company withhold Shares that otherwise would be issued upon exercise of the Option, with the number of Shares withheld having a Fair Market Value on the date the tax is to be determined equal to the minimum statutory total tax that could be imposed on the transaction (rounding up to the nearest whole Share). Any such election shall be subject to any restrictions or limitations that the Committee, in its sole discretion, deems appropriate.

(f) **Effect of Termination of Employment.**

If the Optionee's employment terminates before **February 25, 2025**, the Option shall expire on the date set forth below, as applicable:

- (i) Termination due to Death. If the Optionee's employment is terminated as a result of the Optionee's death, the Option shall expire on the earlier of **February 25, 2025**, or the date three years after the termination of the Optionee's employment due to death. If the Option is not vested at the time of the Optionee's termination of employment due to death, the Option shall immediately become 100% vested.
- (ii) Termination due to Disability. If the Optionee's employment is terminated as a result of the Optionee's Disability (as defined below), the Option shall expire on the earlier of **February 25, 2025**, or the date five years after the termination of the Optionee's employment due to Disability. If the Option is not vested at the time of the termination of the Optionee's employment due to Disability, the Option shall immediately become 100% vested.
- (iii) Termination due to Early Retirement. If the Optionee's employment is terminated as a result of the Optionee's Early Retirement (as defined below), then the Option shall expire on the earlier of **February 25, 2025**, or the date five years after the termination of the Optionee's employment due to Early Retirement. If the Optionee's employment is terminated as a result of the Optionee's Early Retirement and the Option is not vested at the time of the such termination, then a prorated portion of the Option shall immediately vest as of the date of the termination of employment in accordance with the terms of this subsection. The portion of an Option that shall be vested upon termination of employment due to the Optionee's Early Retirement (if the Option is not yet fully vested) shall be determined by multiplying the total number of Shares subject to such Option by a fraction, the numerator of which is the number of full months the Optionee has been continually employed since the Grant Date and the denominator of which is **36**. For this purpose, full months of employment shall be based on monthly anniversaries of the Grant Date, not calendar months. Any remaining unvested portion of the Option shall expire as of the date of the termination of the Optionee's employment.
- (iv) Termination due to Normal Retirement. If the Optionee's employment is terminated as a result of the Optionee's Normal Retirement (as defined below), the Option shall expire on the earlier of **February 25, 2025**, or the date five years after the termination of the Optionee's employment due to Normal Retirement. If the Optionee's separation from service is due to Normal Retirement (as defined below), and the separation from service occurs at least twelve (12) months after the Grant Date, the Option shall immediately become 100% vested as of such separation from service. If the Optionee's separation from service is due to Normal Retirement and the separation from service occurs within the twelve (12) month period beginning on the Grant Date, a prorated portion of the Option shall immediately vest as of such separation from service determined by multiplying the total number of Shares subject to such Option by a fraction, the numerator of which is the number of full months the Optionee has been continually employed since the Grant Date and the denominator of which is **12**. For this purpose, full months of employment shall be based on monthly anniversaries of the Grant Date, not calendar months.
- (v) Cause. If the Optionee's employment is terminated by the Company (or an Affiliate, as the case may be) for Cause (as determined by the Committee), the Option (whether vested or unvested) shall expire on the date of the termination of the Optionee's employment. For this purpose, "Cause" shall mean "cause" as defined in any employment agreement then in effect between the Optionee and the Company, or if not defined therein, or if there is no such agreement, the Optionee's (a) embezzlement, misappropriation of corporate funds, or other material acts of dishonesty; (b) commission or conviction of any felony, or of any misdemeanor involving moral turpitude, or entry of a plea of guilty or nolo contendere to any felony or misdemeanor; (c) engagement in any activity that the Optionee knows or should know could harm the business or reputation of the Company or an affiliate; (d) material failure to adhere to the Company's or its subsidiaries' or affiliates' corporate codes, policies or procedures as in effect from time to time; (e) willful failure to perform the Optionee's assigned duties, repeated absenteeism or tardiness, insubordination, or the refusal or failure to comply with the directions or instructions of the Optionee's supervisor, as determined by the Company or an affiliate; (f) violation of any statutory, contractual, or common law duty or obligation to the Company or

an affiliate, including, without limitation, the duty of loyalty; (g) the Optionee's violation of any of the applicable provisions of subsection 2(h) of this Agreement; or (h) material breach of any confidentiality or non-competition covenant entered into between the Optionee and the Company or an affiliate. The determination of the existence of Cause shall be made by the Company in good faith, and such determination shall be conclusive for purposes of this Agreement.

- (vi) Voluntary Termination. If the Optionee's employment is terminated by the Optionee and not because of the Optionee's Early or Normal Retirement, Disability or death, the vested portion of the Option shall expire on the earlier of **February 25, 2025**, or the date three months after the termination of the Optionee's employment. Any portion of the Option that is not vested (or the entire Option, if no part was vested) as of the date the Optionee's employment so terminates shall expire immediately on the date of termination of employment, and such unvested portion of the Option (the entire Option, if no portion was vested on the date of termination) shall not thereafter be exercisable.
- (vii) Other Termination by the Company. If the Optionee's employment is terminated by the Company (or an Affiliate, as the case may be) for other than Cause (as determined by the Committee), and not because of the Optionee's Early or Normal Retirement, Disability or death, the vested portion of the Option, if any, shall expire on the earlier of **February 25, 2025**, or the date three months after the termination of the Optionee's employment. For this purpose, the vested portion of such an Optionee's Option shall be determined on a prorated basis, and the prorated portion of an Option that vests upon such termination of employment shall be determined by multiplying the total number of Shares subject to such Option by a fraction, the numerator of which is the number of full months the Optionee has been continually employed since the Grant Date and the denominator of which is **36**. For this purpose, full months of employment shall be based on monthly anniversaries of the Grant Date, not calendar months. Any portion of the Option that is not vested (or the entire Option, if no part was vested) as of the date the Optionee's employment terminates shall expire immediately on the date of termination of employment, and such unvested portion of the Option (the entire Option, if no portion was vested on the date of termination) shall not thereafter be exercisable.

Notwithstanding the foregoing, if an Optionee's employment is terminated on or within two (2) years after an Acceleration Event (A) by the Company (or an Affiliate, as the case may be) for other than Cause (as defined herein), and not because of the Optionee's Early or Normal Retirement, Disability, or death, or (B) by the Optionee for Good Reason, then the Option shall in no event expire before the earlier of the date that is five (5) years after the Acceleration Event or **February 25, 2025**. For this purpose, the term "Good Reason" shall mean (i) without the Optionee's express written consent and excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company or its affiliates within 30 days after receipt of notice thereof given by the Optionee, (a) a reduction in the Optionee's annual base compensation (whether or not deferred), (b) the assignment to the Optionee of any duties inconsistent in any material respect with the Optionee's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or (c) any other action by the Company or its affiliates that results in a material diminution in such position, authority, duties or responsibilities; or (ii) without the Optionee's express written consent, the Company's requiring the Optionee's primary work location to be other than within twenty-five (25) miles of the location where the Optionee was principally working immediately prior to the Acceleration Event; provided, that "Good Reason" shall cease to exist for an event on the 90th day following the later of its occurrence or the Optionee's knowledge thereof, unless the Optionee has given the Company notice thereof prior to such date. If the Option is not vested at the time of the Optionee's termination after an Acceleration Event, the Option shall immediately become 100% vested.

Early and Normal Retirement. For purposes of this Agreement, the term "Early Retirement" shall mean any termination of the Optionee's employment (other than a Normal Retirement) after the date the Optionee attains age 55 and completes 10 or more years of Effective Service (as such term is defined in the ITT Corporation Retirement Savings Plan). The term "Normal Retirement" shall mean any termination of the Optionee's employment after (A) the date the Optionee attains age 62 and completes 10 or more years of Effective Service (as such term is defined in the ITT Corporation Retirement Savings Plan) or, if earlier, (B) the date the Optionee attains age 65.

Disability. For purposes of this Agreement, the term "Disability" shall mean the complete and permanent inability of the Optionee to perform all of his or her duties under the terms of his or her employment, as determined by the Committee upon the basis of such evidence, including independent medical reports and data, as the Committee deems appropriate or necessary.

- (g) **Compliance with Laws and Regulations.** The Option shall not be exercised at any time when its exercise or the delivery of Shares hereunder would be in violation of any law, rule, or regulation that the Company may find to be valid and applicable.
- (h) **Non-Competition, Non-Solicitation and Non-Disparagement.** In consideration of the Company entering into this Agreement with the Optionee, the Optionee agrees as follows:
- (i) During Optionee's employment with the Company (which, for purposes of this subsection (h) includes its affiliates), Optionee will not, directly or indirectly, except for on behalf of the Company or except with the prior written approval of ITT Corporation ("ITT"), either as an employee, employer, consultant, agent, principal, partner, stockholder, member, corporate officer, director or in any other individual or representative capacity, engage or attempt to engage in any competitive activity relating to the Company's business or products, or to its actual or demonstrably anticipated research or development, nor will Optionee engage in any other activities that conflict with Optionee's employment obligations to the Company, where such activities (other employment, occupations, consulting, business activities, commitments, anticipated research or development, or conflicts) violate ITT's Code of Conduct. Activities and commitments as used herein do not include passive investments in stocks or other financial instruments.
 - (ii) For a period of twelve (12) months following the termination of Optionee's employment with the Company for any reason, Optionee agrees that Optionee will not, directly or indirectly, except with the Company's prior written approval, voluntarily or involuntarily, either as an employee, employer, consultant, agent, principal, partner, stockholder, member, corporate officer, director or in any other individual or representative capacity, engage or attempt to engage in any competitive activity relating to the Company's business or products, or to its actual or demonstrably anticipated research or development. For the purposes of this subparagraph, "competitive activity" shall mean perform services for, have an interest in, be employed by, or do business with (including as a consultant), any person, firm, or corporation engaged in the same or a similar business as the Company's within the geographic territories in which the Company has transacted business for the twelve (12) months prior to Optionee's termination of employment. Optionee further agrees that Optionee will not engage in any actions to divert or take away any customer or supplier of the Company, seek to reduce the amount of business performed or engaged in by the Company with any customer or supplier, or provide services to, or assist in any manner any competitor, or otherwise compete with the Company in the development, manufacture, sale or licensing of any products or services competitive with the products or services developed or marketed by the Company.
 - (iii) Throughout his or her term of employment with the Company and for a period of twelve (12) months following the Optionee's termination of employment with the Company for any reason, the Optionee shall not, directly or indirectly, divert or attempt to divert or assist others in diverting any business of the Company by soliciting, contacting or communicating with any customer or supplier of the Company with whom the Optionee has direct or indirect contact or upon termination of employment has had direct or indirect contact during the twelve (12) month period immediately preceding the Optionee's date of termination with the Company.
 - (iv) For a period of twelve (12) months following Optionee's termination of employment with the Company for any reason, the Optionee shall not, directly or indirectly, solicit, induce, attempt to induce or assist others in attempting to induce any employee of the Company with whom the Optionee has worked or had material contact with, during the twelve (12) month period immediately preceding the termination of the Optionee's employment, to leave the employment of the Company or a subsidiary of the Company or to accept employment or affiliation with (including as a consultant) any other company or firm of which the Optionee becomes an employee, owner, partner or consultant.
 - (v) The Optionee agrees that throughout Optionee's term of employment with the Company and for a period of twelve (12) months following the termination of Optionee's employment for any

reason, Optionee will not make any statements, orally or in writing, cause to be published, or in any way disseminate any information concerning the Company or any subsidiaries of the Company concerning the Company's business, business operations or business practices that in any way, in form or substance, harms, disparages or otherwise casts an unfavorable light upon the Company or any subsidiaries of the Company or upon any of their reputations or standing in the business community or the community as a whole.

- (vi) If the Optionee violates the terms of this subsection (h), then, in addition to any other remedy the Company might have, the Option shall immediately expire, no amount shall be due to the Optionee under this Agreement and the Optionee shall be required to repay to the Company all amounts and Shares paid under this Agreement (or proceeds therefrom).
- (i) **Optionee Bound by Plan and Rules.** The Optionee hereby acknowledges receipt of a copy of the Plan and this Agreement and agrees to be bound by the terms and provisions thereof as amended from time to time. The Optionee agrees to be bound by any rules and regulations for administering the Plan as may be adopted by the Committee during the life of the Option. The Committee shall be authorized to make all necessary interpretations concerning the provisions of this Agreement and the proper application of those provisions to particular fact patterns, including but not limited to the basis for the Optionee's termination of employment, and any such interpretation shall be final.
- (j) **Governing Law.** This Agreement is issued, and the Option evidenced hereby is granted, in White Plains, New York, and shall be governed and construed in accordance with the laws of the State of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.
- (k) **Severability.** Any term or provision of this Agreement that is determined to be invalid or unenforceable by any court of competent jurisdiction in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction and such invalid or unenforceable provision shall be modified by such court so that it is enforceable to the extent permitted by applicable law.
- (l) **Successors.** All obligations of the Company under this Agreement shall be binding on any successor to the Company, and the term "Company" shall include any successor.

By signing a copy of this Agreement, the Optionee acknowledges that s/he has received a copy of the Plan, and that s/he has read and understands the Plan and this Agreement and agrees to the terms and conditions thereof. The Optionee further acknowledges that the Option awarded pursuant to this Agreement must be exercised prior to its expiration as set forth herein, that it is the Optionee's responsibility to exercise the Option within such time period, and that the Company has no further responsibility to notify the Optionee of the expiration of the exercise period of the Option.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its Chief Executive Officer and President, or a Vice President, as of the 25th day of February, 2015.

Agreed to: **ITT CORPORATION**

Optionee

(Online acceptance constitutes agreement)

Dated: _____ Dated: February 25, 2015

ITT CORPORATION**2011 OMNIBUS INCENTIVE PLAN****RESTRICTED STOCK UNIT AGREEMENT**

THIS AGREEMENT (the "Agreement"), effective as of the 25th day of **February, 2015**, by and between ITT Corporation (the "Company") and _____ (the "Grantee"),

WITNESSETH:

WHEREAS, the Grantee is now employed by the Company or an Affiliate (as defined in the Company's 2011 Omnibus Incentive Plan (the "Plan")) as an employee, and in recognition of the Grantee's valued services, the Company, through the Compensation and Personnel Committee of its Board of Directors (the "Committee"), desires to provide an inducement to remain in service of the Company and as an incentive for increased efforts during such service pursuant to the provisions of the Plan.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement and the provisions of the Plan, a copy of which is attached hereto and incorporated herein as part of this Agreement and which provides definitions for capitalized terms not otherwise defined herein, and any administrative rules and regulations related to the Plan as may be adopted by the Committee, the parties hereto hereby agree as follows:

1. **Grant of Restricted Stock Units.** In accordance with, and subject to, the terms and conditions of the Plan and this Agreement, the Company hereby confirms the grant on **February 25, 2015** (the "Grant Date") to the Grantee of _____ Restricted Stock Units. The Restricted Stock Units are notional units of measurement corresponding to Shares of common stock (*i.e.*, one Restricted Stock Unit is equivalent in value to one Share).

The Restricted Stock Units represent an unfunded, unsecured right to receive Shares (and dividend equivalent payments pursuant Section 2(b) hereof) in the future if the conditions set forth in the Plan and this Agreement are satisfied.

2. **Terms and Conditions.** It is understood and agreed that the Restricted Stock Units are subject to the following terms and conditions:
 - (a) **Restrictions.** Except as otherwise provided in the Plan and this Agreement, neither this Award nor any Restricted Stock Units subject to this Award may be sold, assigned, pledged, exchanged, transferred, hypothecated or encumbered, other than to the Company as a result of forfeiture of the Restricted Stock Units.
 - (b) **Voting and Dividend Equivalent Rights.** The Grantee shall not have any privileges of a stockholder of the Company with respect to the Restricted Stock Units, including without limitation any right to vote Shares or to receive dividends. Dividend equivalents shall be earned with respect to each Restricted Stock Unit that vests. The amount of dividend equivalents earned with respect to each such Restricted Stock Unit that vests shall be equal to the total dividends declared on a Share where the record date of the dividend is between the Grant Date of this Award and the date this Award is settled. Any dividend equivalents earned shall be paid in cash to the Grantee when the Shares subject to the vested Restricted Stock Units are issued. No dividend equivalents shall be earned or paid with respect to any Restricted Stock Units that do not vest. Dividend equivalents shall not accrue interest.
 - (c) **Vesting of Restricted Stock Units and Payment.**
 - (i) **Threshold Condition to Payout of Awards.** The RSUs shall not be due and payable to the Grantee unless the Company earns a level of "Adjusted EBITDA" (as defined below) in any rolling consecutive four calendar quarter period during the "Performance Period" that exceeds \$190 million (the "Threshold"). For purposes of this Agreement, "Adjusted EBITDA" means net income before interest, taxes, depreciation and amortization, adjusted to exclude the impact of (a) asset write-downs, (b) litigation or claim judgments or settlements, (c) the effect of changes in tax laws, accounting principles, or other laws or provisions affecting reported

results, (d) any reorganization and restructuring programs, (e) extraordinary nonrecurring items, (f) acquisitions or divestitures, and (g) foreign exchange gains and losses. The "Performance Period" begins on January 1, 2015, and ends on the earlier of (A) December 31, 2017, or (B) December 31 of the year in which the Grantee separates from service. In the event of an Acceleration Event that constitutes a change of ownership or control (as determined under Section 162(m) of the Code) and that occurs during the Performance Period, the Threshold shall be deemed to have been satisfied.

- (ii) Additional Vesting Requirements. Subject to earlier vesting pursuant to subsection 2(d) below (and achievement of the Threshold), the Restricted Stock Units shall vest (meaning the Period of Restriction shall lapse and the Restricted Stock Units shall become free of the forfeiture provisions in this Agreement) on **February 25, 2018**, provided the Grantee has been continuously employed by the Company or an Affiliate on a full-time basis from the Grant Date through the date the Restricted Stock Units vest. For the avoidance of doubt, continuous employment of a Grantee by the Company or an Affiliate for purposes of vesting in the Restricted Stock Units granted hereunder shall include continuous employment with the Company for so long as the Grantee continues working at such entity.
 - (iii) Payment of the Award. Except as provided in subsection 2(j) below, as soon as practicable after the date the Restricted Stock Units vest (including vesting upon a separation from service pursuant to subsection 2(d) below), the Company will deliver to the Grantee (A) one Share for each vested Restricted Stock Unit, with any fractional Shares resulting from proration pursuant to subsection 2(d) to be rounded to the nearest whole Share (with 0.5 to be rounded up) and (B) an amount in cash attributable to any dividend equivalents earned in accordance with subsection 2(b) above, in the case of (A) and (B) less any Shares or cash withheld in accordance with subsection 2(e) below. In the case of a payment on account of a separation from service, if the Threshold has not been achieved prior to the Grantee's separation from service but is achieved within the Performance Period, payment of vested RSUs shall be made as soon as practicable after the achievement of the Threshold, subject to subsection 2(j) below.
 - (iv) Payment after Acceleration Event. If, prior to the payment date, Shares cease to exist as a result of an Acceleration Event and this Award is not assumed, converted, or otherwise replaced with a comparable award, the RSUs shall be settled in cash instead of Shares, and the amount of cash paid on the settlement date specified in this Agreement shall equal the sum of (A) the Fair Market Value of one Share multiplied by the number of vested RSUs, plus (B) the dividend equivalents described herein. For this purpose, "Fair Market Value" shall be the fair market value on the date of the Acceleration Event. However, if the Acceleration Event constitutes a change in control under Section 409A of the Code and any related regulations or other effective guidance promulgated thereunder ("Section 409A") and, immediately following the Acceleration Event the common stock of the Company (or, if applicable, its successor) is not publicly traded, the Restricted Stock Units shall immediately become 100% vested as of the date of the Acceleration Event and be settled on such date.
- (d) **Effect of Termination of Employment.** If the Grantee's employment with the Company and its Affiliates is terminated for any reason and such termination constitutes a "separation from service" within the meaning of Section 409A, any Restricted Stock Units that are not vested at the time of such separation from service shall be immediately forfeited except as follows:
- (i) Separation from Service due to Death or Disability. If the Grantee's separation from service is due to death or Disability (as defined below), the Restricted Stock Units shall immediately become 100% vested as of such separation from service. For purposes of this Agreement, the term "Disability" shall mean the complete and permanent inability of the Grantee to perform all of his or her duties under the terms of his or her employment, as determined by the Committee upon the basis of such evidence, including independent medical reports and data, as the Committee deems appropriate or necessary.
 - (ii) Separation from Service due to Early Retirement or Separation from Service by the Company for Other than Cause. If the Grantee's separation from service is due to Early Retirement (as defined below) or an involuntary separation from service by the Company (or an Affiliate, as the case may be) for other than Cause (other than as specified in (iv), below), a prorated

portion of the Restricted Stock Units shall immediately vest as of such separation from service. For these purposes,

- (A) the prorated portion of the Restricted Stock Units shall be determined by multiplying the total number of Restricted Stock Units subject to this Award by a fraction, the numerator of which is the number of full months during which the Grantee has been continually employed since the Grant Date (not to exceed **36** in the aggregate) and the denominator of which is **36** (for avoidance of doubt, the period during which the Grantee may receive severance in the form of salary continuation or otherwise shall not affect the determination of the date of the Grantee's separation from service or the date this award is settled); and
- (B) full months of employment shall be based on monthly anniversaries of the Grant Date, not calendar months.

For purposes of this Agreement, the term "Early Retirement" shall mean any termination (other than a Normal Retirement) of the Grantee's employment after the date the Grantee attains age 55 and completes 10 or more years of Effective Service (as such term is defined in the ITT Corporation Retirement Savings Plan). The term "Cause" shall mean "cause" as defined in any employment agreement then in effect between the Grantee and the Company, or if not defined therein, or if there is no such agreement, the Grantee's (a) embezzlement, misappropriation of corporate funds, or other material acts of dishonesty; (b) commission or conviction of any felony, or of any misdemeanor involving moral turpitude, or entry of a plea of guilty or nolo contendere to any felony or misdemeanor; (c) engagement in any activity that the Grantee knows or should know could harm the business or reputation of the Company or an affiliate; (d) material failure to adhere to the Company's or its subsidiaries' or affiliates' corporate codes, policies or procedures as in effect from time to time; (e) willful failure to perform the Grantee's assigned duties, repeated absenteeism or tardiness, insubordination, or the refusal or failure to comply with the directions or instructions of the Grantee's supervisor, as determined by the Company or an affiliate; (f) violation of any statutory, contractual, or common law duty or obligation to the Company or an affiliate, including, without limitation, the duty of loyalty; (g) the Grantee's violation of any of the applicable provisions of subsection 2(h) of this Agreement; or (h) material breach of any confidentiality or non-competition covenant entered into between the Grantee and the Company or an affiliate. The determination of the existence of Cause shall be made by the Company in good faith, and such determination shall be conclusive for purposes of this Agreement.

- (iii) Separation from Service Due to Normal Retirement. If the Grantee's separation from service is due to Normal Retirement (as defined below), and the separation from service occurs at least twelve (12) months after the Grant Date, the Grantee's Restricted Stock Units shall immediately become 100% vested as of such separation from service. If the Grantee's separation from service is due to Normal Retirement and the separation from service occurs within the twelve (12) month period beginning on the Grant Date, a prorated portion of the Restricted Stock Units shall immediately vest as of such separation from service in an amount equal to the number of Restricted Stock Units granted herein multiplied by a fraction, the numerator of which is the number of full months in such twelve (12) month period that were completed before the Grantee's separation and the denominator of which is twelve (12). For this purpose, full months of employment shall be based on monthly anniversaries of the Grant Date, not calendar months.

For purposes of this Agreement, the term "Normal Retirement" shall mean any termination of the Grantee's employment after (A) the date the Grantee attains age 62 and completes 10 or more years of Effective Service (as such term is defined in the ITT Corporation Retirement Savings Plan) or, if earlier, (B) the date the Grantee attains age 65.

- (iv) Separation from Service After an Acceleration Event. If the Grantee's employment is terminated on or within two (2) years after an Acceleration Event (A) by the Company (or an Affiliate, as the case may be) for other than Cause, as defined herein, and not because of the Grantee's Early or Normal Retirement, Disability, or death, or (B) by the Grantee because of Good Reason, then any unvested Restricted Stock Units shall immediately become 100% vested. For this purpose, the term "Good Reason" shall mean (i) without the Grantee's express written consent and excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company or its affiliates within 30 days

after receipt of notice thereof given by the Grantee, (a) a reduction in the Grantee's annual base compensation (whether or not deferred), (b) the assignment to the Grantee of any duties inconsistent in any material respect with the Grantee's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or (c) any other action by the Company or its affiliates that results in a material diminution in such position, authority, duties or responsibilities; or (ii) without the Grantee's express written consent, the Company's requiring the Grantee's primary work location to be other than within twenty-five (25) miles of the location where the Grantee was principally working immediately prior to the Acceleration Event; provided, that "Good Reason" shall cease to exist for an event on the 90th day following the later of its occurrence or the Grantee's knowledge thereof, unless the Grantee has given the Company notice thereof prior to such date.

- (e) **Tax Withholding.** In accordance with Article 15 of the Plan, the Company may make such provisions and take such actions as it may deem necessary for the withholding of all applicable taxes attributable to the Restricted Stock Units and any related dividend equivalents.
- (f) **Grantee Bound by Plan and Rules.** The Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement and agrees to be bound by the terms and provisions thereof. The Grantee agrees to be bound by any rules and regulations for administering the Plan as may be adopted by the Committee prior to the date the Restricted Stock Units vest. The Committee shall be authorized to make all necessary interpretations concerning the provisions of this Agreement and the proper application of those provisions to particular fact patterns, including but not limited to the basis for the Grantee's termination of employment, and any such interpretation shall be final. Terms used herein and not otherwise defined shall be as defined in the Plan.
- (g) **Governing Law.** This Agreement is issued, and the Restricted Stock Units evidenced hereby are granted, in White Plains, New York, and shall be governed and construed in accordance with the laws of the State of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.
- (h) **Non-Competition, Non-Solicitation and Non-Disparagement.** In consideration of the Company entering into this Agreement with the Grantee, the Grantee agrees as follows:
 - (i) During Grantee's employment with the Company (which, for purposes of this subsection (h) includes its affiliates), Grantee will not, directly or indirectly, except for on behalf of the Company or except with the prior written approval of ITT Corporation ("ITT"), either as an employee, employer, consultant, agent, principal, partner, stockholder, member, corporate officer, director or in any other individual or representative capacity, engage or attempt to engage in any competitive activity relating to the Company's business or products, or to its actual or demonstrably anticipated research or development, nor will Grantee engage in any other activities that conflict with Grantee's employment obligations to the Company, where such activities (other employment, occupations, consulting, business activities, commitments, anticipated research or development, or conflicts) violate ITT's Code of Conduct. Activities and commitments as used herein do not include passive investments in stocks or other financial instruments.
 - (ii) For a period of twelve (12) months following the termination of Grantee's employment with the Company for any reason, Grantee agrees that Grantee will not, directly or indirectly, except with the Company's prior written approval, voluntarily or involuntarily, either as an employee, employer, consultant, agent, principal, partner, stockholder, member, corporate officer, director or in any other individual or representative capacity, engage or attempt to engage in any competitive activity relating to the Company's business or products, or to its actual or demonstrably anticipated research or development. For the purposes of this subparagraph, "competitive activity" shall mean perform services for, have an interest in, be employed by, or do business with (including as a consultant), any person, firm, or corporation engaged in the same or a similar business as the Company's within the geographic territories in which the Company has transacted business for the twelve (12) months prior to Grantee's termination of employment. Grantee further agrees that Grantee will not engage in any actions to divert or take away any customer or supplier of the Company, seek to reduce the amount of business performed or engaged in by the Company with any customer or supplier, or provide services to, or assist in any manner any competitor, or otherwise compete with the Company in the

development, manufacture, sale or licensing of any products or services competitive with the products or services developed or marketed by the Company.

- (iii) Throughout his or her term of employment with the Company and for a period of twelve (12) months following the Grantee's termination of employment with the Company for any reason, the Grantee shall not, directly or indirectly, divert or attempt to divert or assist others in diverting any business of the Company by soliciting, contacting or communicating with any customer or supplier of the Company with whom the Grantee has direct or indirect contact or upon termination of employment has had direct or indirect contact during the twelve (12) month period immediately preceding the Grantee's date of termination with the Company.
 - (iv) For a period of twelve (12) months following Grantee's termination of employment with the Company for any reason, the Grantee shall not, directly or indirectly, solicit, induce, attempt to induce or assist others in attempting to induce any employee of the Company with whom the Grantee has worked or had material contact with, during the twelve (12) month period immediately preceding the termination of the Grantee's employment, to leave the employment of the Company or a subsidiary of the Company or to accept employment or affiliation with (including as a consultant) any other company or firm of which the Grantee becomes an employee, owner, partner or consultant.
 - (v) The Grantee agrees that throughout Grantee's term of employment with the Company and for a period of twelve (12) months following the termination of Grantee's employment for any reason, Grantee will not make any statements, orally or in writing, cause to be published, or in any way disseminate any information concerning the Company or any subsidiaries of the Company concerning the Company's business, business operations or business practices that in any way, in form or substance, harms, disparages or otherwise casts an unfavorable light upon the Company or any subsidiaries of the Company or upon any of their reputations or standing in the business community or the community as a whole.
 - (vi) If the Grantee violates the terms of this subsection (h), then, in addition to any other remedy the Company might have, no amount shall be due to the Grantee under this Agreement and the Grantee shall be required to repay to the Company all amounts and Shares paid under this Agreement (or proceeds therefrom).
- (i) **Severability.** Any term or provision of this Agreement that is determined to be invalid or unenforceable by any court of competent jurisdiction in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction and such invalid or unenforceable provision shall be modified by such court so that it is enforceable to the extent permitted by applicable law.
- (j) **Section 409A Compliance.** To the extent applicable, it is intended that the Plan and this Agreement comply with the requirements of Section 409A, and the Plan and this Agreement shall be interpreted accordingly.
- (i) If it is determined that all or a portion of the Award constitutes deferred compensation for purposes of Section 409A, and if the Grantee is a "specified employee," as defined in Section 409A(a)(2)(B)(i) of the Code, at the time of the Grantee's separation from service, then, to the extent required under Section 409A, any Shares that would otherwise be distributed (along with the cash value of all dividend equivalents that would be payable) upon the Grantee's separation from service shall instead be delivered (and, in the case of the dividend equivalents, paid) on the earlier of (x) the first business day of the seventh month following the date of the Grantee's separation from service or (y) the Grantee's death.
 - (ii) It is intended that this Agreement shall comply with the provisions of Section 409A, or an exception to Section 409A, to the extent applicable, so as not to subject the Grantee to the payment of interest and taxes under Section 409A. Further, any reference to termination of employment, Early Retirement, Normal Retirement, separation from service, or similar terms under this Agreement shall be interpreted in a manner consistent with the definition of "separation from service" under Section 409A.
 - (iii) In no event will payment be made later than the date on which payment is treated as being timely under Treas. Reg. § 1.409A-3(d), generally referring to the last day of the calendar year

in which the RSUs vest or, if later, the 15th day of the third calendar month following the vesting date, and subject to any delay required under paragraph (i), above. (For this purpose, vesting and vesting date refer to the vesting date designated in this Agreement.) The Grantee does not have a right to designate the taxable year of the payment.

(k) **Successors.** All obligations of the Company under this Agreement shall be binding on any successor to the Company, and the term "Company" shall include any successor.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its Chief Executive Officer and President, or a Vice President, as of the 25th day of **February, 2015**.

Agreed to: **ITT CORPORATION**

Grantee
(Online acceptance constitutes agreement)

Dated: _____ Dated: February 25, 2015

**CERTIFICATION OF DENISE L. RAMOS PURSUANT TO SEC. 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Denise L. Ramos, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2015 of ITT Corporation;

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.

/s/ DENISE L. RAMOS

Denise L. Ramos

Chief Executive Officer and President

Date: May 1, 2015

**CERTIFICATION OF THOMAS M. SCALERA PURSUANT TO SEC. 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Thomas M. Scalera, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2015 of ITT Corporation;

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.

/s/ THOMAS M. SCALERA

Thomas M. Scalera

Senior Vice President and
Chief Financial Officer

Date: May 1, 2015

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

In connection with the Quarterly Report of ITT Corporation (the "Company") on Form 10-Q for the period ended March 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Denise L. Ramos, Chief Executive Officer and President of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

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

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

/S/ DENISE L. RAMOS

Denise L. Ramos

Chief Executive Officer and President

May 1, 2015

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

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

In connection with the Quarterly Report of ITT Corporation (the "Company") on Form 10-Q for the period ended March 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Thomas M. Scalera, Senior Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

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

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

/s/ THOMAS M. SCALERA

Thomas M. Scalera

Senior Vice President and

Chief Financial Officer

May 1, 2015

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.