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, 2020

or

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

For the transition period from to

Commission File Number: 001-05672

ITT INC.

State of Indiana	**81-1197930**
(State or Other Jurisdiction of Incorporation or Organization)	*(I.R.S. Employer Identification Number)*

1133 Westchester Avenue, White Plains, NY 10604
(Principal Executive Office)

Telephone Number: (914) 641-2000

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $1 per share	ITT	New York Stock Exchange

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 every Interactive Data File required to be submitted 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 such files). Yes ☑ No ☐

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

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

☐ Emerging growth company

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

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

As of April 29, 2020, there were 86.3 million shares of common stock ($1 par value per share) of the issuer outstanding.

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WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the U.S. Securities and Exchange Commission (the SEC). The SEC maintains a website at www.sec.gov on which you may access our SEC filings. In addition, we make available free of charge at www.itt.com/investors copies of materials we file with, or furnish to, the SEC as soon as reasonably practical after we electronically file or furnish these reports, as well as other important information that we disclose from time to time. Information contained on our website, or that can be accessed through our website, does not constitute a part of this Quarterly Report on Form 10-Q (this Report). We have included our website address only as an inactive textual reference and do not intend it to be an active link to our website.

Our corporate headquarters are located at 1133 Westchester Avenue, White Plains, New York 10604 and the telephone number of this location is (914) 641-2000.

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. These forward-looking statements are not historical facts, but rather are based on current expectations, estimates, assumptions and projections about our business, future financial results and 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 events and 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 occur or that anticipated results will be achieved or accomplished.

Among the factors that could cause our results to differ materially from those indicated by forward-looking statements are risks and uncertainties inherent in our business including, without limitation:

- impacts on our business due to the COVID-19 pandemic, including disruptions to our operations and demand for our products, increased costs, disruption of supply chain and other constraints in the availability of key commodities and other necessary services, government-mandated site closures, employee illness or loss of key personnel, the impact of travel restrictions and stay-in-place restrictions on our business and workforce, customer and supplier bankruptcies, impacts to the global economy and financial markets, and liquidity challenges in accessing capital markets;
- uncertain global economic and capital markets conditions, including due to COVID-19, trade disputes between the U.S. and its trading partners, and the oil price war between Saudi Arabia and Russia;
- uncertainties regarding our exposure to pending and future asbestos claims and related liabilities and insurance recoveries;
- risks due to our operations and sales outside the U.S. and in emerging markets;
- fluctuations in foreign currency exchange rates;
- fluctuations in customers' levels of capital investment and maintenance expenditures, especially in the oil and gas, chemical, and mining markets, or changes in our customers' anticipated production schedules, such as shifts in the production of Boeing's 737 MAX;
- failure to compete successfully in our markets;
- the extent to which there are quality problems with respect to manufacturing processes or finished goods;
- failure to integrate acquired businesses or achieve expected benefits from such acquisitions;
- risks related to government contracting, including changes in levels of government spending and regulatory and contractual requirements applicable to sales to the U.S. government;
- volatility in raw material prices and our suppliers' ability to meet quality and delivery requirements;
- failure to manage the distribution of products and services effectively;

- loss of or decrease in sales from our most significant customer;
- fluctuations in our effective tax rate;
- failure to retain existing senior management, engineering and other key personnel and attract and retain new qualified personnel;
- failure to protect our intellectual property rights or violations of the intellectual property rights of others;
- the risk of material business interruptions, particularly at our manufacturing facilities;
- the risk of cybersecurity breaches;
- changes in laws relating to the use and transfer of personal and other information;
- failure of portfolio management strategies, including cost-saving initiatives, to meet expectations;
- changes in environmental laws or regulations, discovery of previously unknown or more extensive contamination, or the failure of a potentially responsible party to perform;
- failure to comply with the U.S. Foreign Corrupt Practices Act or other applicable anti-corruption legislation, export controls and trade sanctions, including recently announced tariffs;
- risk of product liability claims and litigation; and
- risk of liabilities from past divestitures and spin-offs.

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, 2019 (particularly under the caption “Risk Factors”), our Quarterly Reports on Form 10-Q and in other documents we file from time to time with the SEC.

The forward-looking statements included in this 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.

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

CONSOLIDATED CONDENSED STATEMENTS OF OPERATIONS (UNAUDITED)
(IN MILLIONS, EXCEPT PER SHARE AMOUNTS)

For the Three Months Ended March 31		**2020**		2019
Revenue	**$**	**663.3**	$	695.5
Costs of revenue		**453.9**		476.7
Gross profit		**209.4**		218.8
General and administrative expenses		**60.2**		51.9
Sales and marketing expenses		**41.6**		40.2
Research and development expenses		**22.7**		23.5
Asbestos-related (benefit) costs, net		**(40.7)**		12.6
Asset impairment charges		**16.3**		—
Operating income		**109.3**		90.6
Interest and non-operating expenses (income), net		**0.6**		(0.5)
Income from continuing operations before income tax expense		**108.7**		91.1
Income tax expense		**24.7**		19.7
Income from continuing operations		**84.0**		71.4
Income from discontinued operations, net of tax expense of $0.4 and $0.0, respectively		**1.1**		—
Net income		**85.1**		71.4
Less: Income attributable to noncontrolling interests		**0.3**		0.1
Net income attributable to ITT Inc.	**$**	**84.8**	$	71.3
Amounts attributable to ITT Inc.:				
Income from continuing operations, net of tax	**$**	**83.7**	$	71.3
Income from discontinued operations, net of tax		**1.1**		—
Net income attributable to ITT Inc.	**$**	**84.8**	$	71.3
Earnings per share attributable to ITT Inc.:				
Basic:				
Continuing operations	**$**	**0.96**	$	0.81
Discontinued operations		**0.01**		—
Net income	**$**	**0.97**	$	0.81
Diluted:				
Continuing operations	**$**	**0.95**	$	0.80
Discontinued operations		**0.01**		—
Net income	**$**	**0.96**	$	0.80
Weighted average common shares – basic		**87.4**		87.6
Weighted average common shares – diluted		**88.2**		88.6

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

CONSOLIDATED CONDENSED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)
(IN MILLIONS)

For the Three Months Ended March 31		**2020**		2019
Net income	**$**	**85.1**	$	71.4
Other comprehensive loss:				
Net foreign currency translation adjustment		**(51.3)**		(2.4)
Net change in postretirement benefit plans, net of tax benefits of $0.3 and $0.2, respectively		**0.9**		0.6
Other comprehensive loss		**(50.4)**		(1.8)
Comprehensive income		**34.7**		69.6
Less: Comprehensive income attributable to noncontrolling interests		**0.3**		0.1
Comprehensive income attributable to ITT Inc.	**$**	**34.4**	$	69.5
Disclosure of reclassification adjustments to postretirement benefit plans				
Reclassification adjustments (see Note 15):				
Amortization of prior service benefit, net of tax expense of $(0.3) and $(0.3), respectively	**$**	**(0.9)**	$	(0.8)
Amortization of net actuarial loss, net of tax benefits of $0.6 and $0.5, respectively		**1.8**		1.4
Net change in postretirement benefit plans, net of tax	**$**	**0.9**	$	0.6

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

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

	March 31, 2020	December 31, 2019
Assets		
Current assets:		
Cash and cash equivalents	**$ 839.9**	$ 612.1
Receivables, net	**573.9**	578.4
Inventories, net	**382.4**	392.9
Other current assets	**152.0**	153.4
Total current assets	**1,948.2**	1,736.8
Plant, property and equipment, net	**511.5**	531.5
Goodwill	**914.4**	927.2
Other intangible assets, net	**119.7**	138.0
Asbestos-related assets	**353.6**	319.6
Deferred income taxes	**124.8**	138.1
Other non-current assets	**304.4**	316.5
Total non-current assets	**2,328.4**	2,370.9
Total assets	**$ 4,276.6**	$ 4,107.7
Liabilities and Shareholders' Equity		
Current liabilities:		
Short-term debt and current maturities of long-term debt	**$ 386.8**	$ 86.5
Accounts payable	**323.9**	332.4
Accrued liabilities	**396.3**	430.8
Total current liabilities	**1,107.0**	849.7
Asbestos-related liabilities	**718.5**	731.6
Postretirement benefits	**211.9**	213.9
Other non-current liabilities	**223.6**	234.7
Total non-current liabilities	**1,154.0**	1,180.2
Total liabilities	**2,261.0**	2,029.9
Shareholders' equity:		
Common stock:		
Authorized – 250.0 shares, $1 par value per share		
Issued and outstanding – 86.3 shares and 87.8 shares, respectively	**86.3**	87.8
Retained earnings	**2,361.8**	2,372.4
Total accumulated other comprehensive loss	**(435.7)**	(385.3)
Total ITT Inc. shareholders' equity	**2,012.4**	2,074.9
Noncontrolling interests	**3.2**	2.9
Total shareholders' equity	**2,015.6**	2,077.8
Total liabilities and shareholders' equity	**$ 4,276.6**	$ 4,107.7

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

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

For the Three Months Ended March 31	2020	2019
Operating Activities		
Income from continuing operations attributable to ITT Inc.	**$ 83.7**	$ 71.3
Adjustments to income from continuing operations:		
Depreciation and amortization	**27.4**	26.4
Equity-based compensation	**2.5**	4.5
Asbestos-related (benefit) costs, net	**(40.7)**	12.6
Asset impairment charges	**16.3**	—
Other non-cash charges, net	**11.0**	7.9
Asbestos-related payments, net	**(6.1)**	(9.9)
Changes in assets and liabilities:		
Change in receivables	**(13.4)**	(47.1)
Change in inventories	**0.6**	(17.3)
Change in accounts payable	**(6.4)**	18.8
Change in accrued expenses	**(25.2)**	(35.6)
Change in income taxes	**16.5**	9.5
Other, net	**(12.7)**	1.0
Net Cash – Operating activities	**53.5**	42.1
Investing Activities		
Capital expenditures	**(22.2)**	(29.2)
Acquisitions, net of cash acquired	**(4.7)**	—
Other, net	**0.7**	0.4
Net Cash – Investing activities	**(26.2)**	(28.8)
Financing Activities		
Commercial paper, net repayments	**(82.7)**	—
Short-term revolving loans, borrowings	**378.3**	—
Long-term debt, issued	**—**	7.1
Long-term debt, repayments	**—**	(0.2)
Repurchase of common stock	**(83.4)**	(19.9)
Proceeds from issuance of common stock	**0.1**	5.1
Dividends paid	**(0.2)**	(13.2)
Other, net	**(0.1)**	0.1
Net Cash – Financing activities	**212.0**	(21.0)
Exchange rate effects on cash and cash equivalents	**(11.7)**	0.7
Net Cash – Operating activities of discontinued operations	**0.2**	(0.4)
Net change in cash and cash equivalents	**227.8**	(7.4)
Cash and cash equivalents – beginning of year (includes restricted cash of $0.8 and $1.0, respectively)	**612.9**	562.2
Cash and cash equivalents – end of period (includes restricted cash of $0.8 and $0.8, respectively)	**$ 840.7**	$ 554.8
Supplemental Disclosures of Cash Flow Information		
Cash paid during the year for:		
Interest	**$ 2.3**	$ 1.0
Income taxes, net of refunds received	**$ 8.0**	$ 9.3

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

CONSOLIDATED CONDENSED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY (UNAUDITED)
(IN MILLIONS, EXCEPT PER SHARE AMOUNTS)

	Common Stock		Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interest	Total Shareholders' Equity
	(Shares)	(Dollars)				
December 31, 2019	**87.8**	**$ 87.8**	**$ 2,372.4**	**$ (385.3)**	**$ 2.9**	**$ 2,077.8**
Net income	—	—	84.8	—	0.3	85.1
Activity from stock incentive plans	0.4	0.4	2.2	—	—	2.6
Share repurchases	(1.9)	(1.9)	(81.5)	—	—	(83.4)
Cumulative adjustment for accounting change	—	—	(1.2)	—	—	(1.2)
Dividends declared ($0.169 per share)	—	—	(14.9)	—	—	(14.9)
Total other comprehensive loss, net of tax	—	—	—	(50.4)	—	(50.4)
March 31, 2020	**86.3**	**$ 86.3**	**$ 2,361.8**	**$ (435.7)**	**$ 3.2**	**$ 2,015.6**

	Common Stock		Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interest	Total Shareholders' Equity
	(Shares)	(Dollars)				
December 31, 2018	**87.6**	**$ 87.6**	**$ 2,110.3**	**$ (375.5)**	**$ 2.5**	**$ 1,824.9**
Net income	—	—	71.3	—	0.1	71.4
Activity from stock incentive plans	0.6	0.6	8.9	—	—	9.5
Share repurchases	(0.4)	(0.4)	(19.5)	—	—	(19.9)
Dividends declared ($0.147 per share)	—	—	(12.9)	—	—	(12.9)
Total other comprehensive income, net of tax	—	—	—	(1.8)	—	(1.8)
Other	—	—	—	—	0.1	0.1
March 31, 2019	**87.8**	**$ 87.8**	**$ 2,158.1**	**$ (377.3)**	**$ 2.7**	**$ 1,871.3**

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

NOTE 1
DESCRIPTION OF BUSINESS AND BASIS OF PRESENTATION

Description of Business

ITT Inc. is a diversified manufacturer of highly engineered critical components and customized technology solutions for the transportation, industrial, and oil and gas markets. Unless the context otherwise indicates, references herein to “ITT,” “the Company,” and such words as “we,” “us,” and “our” include ITT Inc. and its subsidiaries. ITT operates through three segments: Motion Technologies, consisting of friction and shock and vibration equipment; Industrial Process, consisting of industrial flow equipment and services; and Connect & Control Technologies, consisting of electronic connectors, fluid handling, motion control, composite materials and noise and energy absorption products. Financial information for our segments is presented in Note 3, Segment Information.

In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) pandemic, which has spread throughout the world. While most of our businesses are deemed essential, we have experienced certain local government-mandated site closures. The Company continues to face certain risks resulting from COVID-19 including disruption of our operations due to decreased customer demand, temporary plant closures, and elevated standards to keep our employees safe, along with increased risk of customer or supplier bankruptcy and potential challenges in accessing capital markets. All of these may have a material adverse impact on the Company. While the disruption is currently expected to be temporary, there is uncertainty around the duration of these impacts. Therefore, while we expect this matter to negatively impact our business, results of operations, and financial position, the extent of certain future impacts cannot be reasonably estimated at this time. Refer to the section titled “Impact of COVID-19 on our Business” within Part I. Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations for additional information.

Basis of Presentation

The unaudited consolidated condensed financial statements have been prepared pursuant to the rules and regulations of the SEC and, in the opinion of management, reflect all known adjustments (which consist primarily of normal, recurring accruals, estimates and assumptions) necessary to state fairly the financial position, results of operations, and cash flows for the periods presented. The Consolidated Condensed Balance Sheet as of December 31, 2019, presented herein, has been derived from our audited balance sheet included in our Annual Report on Form 10-K (2019 Annual Report) for the year ended December 31, 2019 but does not include all disclosures required by GAAP. We consistently applied the accounting policies described in the 2019 Annual Report in preparing these unaudited financial statements, other than those related to new accounting standards adopted during the period. Refer to Note 2, Recent Accounting Pronouncements for further information. These financial statements should be read in conjunction with the financial statements and notes thereto included in our 2019 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 assets, allowance for credit losses and inventory valuation. Actual results could differ from these estimates.

ITT’s quarterly financial periods end on the Saturday that is 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.

Certain prior year amounts have been reclassified to conform to the current year presentation.

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 Recently Adopted

Measurement of Credit Losses on Financial Instruments (ASU 2016-13)

In June 2016, the FASB issued updated guidance that requires entities to use a current expected credit loss model to measure credit-related impairments for financial instruments held at amortized cost, including trade receivables. The current expected credit loss model is based on relevant information about past events, including historical experience, conditions at the date of measurement, and reasonable and supportable forecasts that affect collectability. Current expected credit losses, and subsequent adjustments, represent an estimate of lifetime expected credit losses that are recorded as an allowance deducted from the amortized cost of the financial instrument. The updated guidance was effective for the Company beginning on January 1, 2020 and was adopted using a modified retrospective transition approach, resulting in an increase in our allowance for credit losses related to receivables and contract assets. Refer to Note 8, Receivables, Net for additional information. The cumulative effect of the changes made to our consolidated January 1, 2020 balance sheet related to the adoption of ASU 2016-13 is as follows:

	December 31, 2019	Cumulative Effect of Adoption	January 1, 2020
Receivables, net	$ 578.4	$ (1.6)	$ 576.8
Other current assets	153.4	(0.1)	153.3
Deferred income taxes	138.1	0.5	138.6
Retained earnings	2,372.4	(1.2)	2,371.2

NOTE 3
SEGMENT INFORMATION

The Company's segments are reported on the same basis used by our Chief Executive Officer, who is also our chief operating decision maker, for evaluating performance and for allocating resources. Our three reportable segments are referred to as: Motion Technologies, Industrial Process, and Connect & Control Technologies.

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

Industrial Process manufactures engineered fluid process equipment serving a diversified mix of customers in global 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.

Connect & Control Technologies manufactures harsh-environment connector solutions, critical energy absorption, flow control components, and composite materials for the aerospace and defense, general industrial, medical, and oil and gas 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, environmental-related assets, deferred taxes, and certain property, plant and equipment.

For the Three Months Ended March 31	Revenue		Operating Income		Operating Margin	
	2020	2019	**2020**	2019	**2020**	2019
Motion Technologies	**$ 297.9**	$ 315.2	**$ 53.1**	$ 60.9	**17.8%**	19.3%
Industrial Process	**227.3**	215.7	**8.9**	22.2	**3.9%**	10.3%
Connect & Control Technologies	**138.7**	165.0	**15.9**	27.4	**11.5%**	16.6%
Total segment results	**663.9**	695.9	**77.9**	110.5	**11.7%**	15.9%
Asbestos-related benefit (costs), net	**—**	—	**40.7**	(12.6)	**—**	—
Eliminations / Other corporate costs	**(0.6)**	(0.4)	**(9.3)**	(7.3)	**—**	—
Total Eliminations / Corporate and Other costs	**(0.6)**	(0.4)	**31.4**	(19.9)	**—**	—
Total	**$ 663.3**	$ 695.5	**$ 109.3**	$ 90.6	**16.5%**	13.0%

As of and for the Three Months Ended March 31	Total Assets		Capital Expenditures		Depreciation & Amortization	
	2020	2019[(a)]	**2020**	2019	**2020**	2019
Motion Technologies	**$ 1,167.9**	$ 1,178.2	**$ 14.8**	$ 20.2	**$ 14.5**	$ 14.2
Industrial Process	**1,062.0**	1,137.8	**2.5**	3.5	**6.6**	6.3
Connect & Control Technologies	**764.2**	755.6	**4.3**	4.8	**5.7**	5.2
Corporate and Other	**1,282.5**	1,036.1	**0.6**	0.7	**0.6**	0.7
Total	**$ 4,276.6**	$ 4,107.7	**$ 22.2**	$ 29.2	**$ 27.4**	$ 26.4

(a) Amounts reflect balances as of December 31, 2019.

NOTE 4
REVENUE

The following table represents our revenue disaggregated by end market for the three months ended March 31, 2020 and 2019.

For the Three Months Ended March 31, 2020	Motion Technologies	Industrial Process	Connect & Control Technologies	Eliminations	Total
Auto and rail	$ 292.4	$ —	$ —	$ (0.1)	$ 292.3
Chemical and industrial pumps	—	161.5	—	—	161.5
Aerospace and defense	2.9	—	86.1	—	89.0
Oil and gas	—	65.8	7.8	—	73.6
General industrial	2.6	—	44.8	(0.5)	46.9
Total	$ 297.9	$ 227.3	$ 138.7	$ (0.6)	$ 663.3

For the Three Months Ended March 31, 2019	Motion Technologies	Industrial Process	Connect & Control Technologies	Eliminations	Total
Auto and rail	$ 310.0	$ —	$ —	$ —	$ 310.0
Chemical and industrial pumps	—	161.5	—	—	161.5
Aerospace and defense	2.3	—	99.5	—	101.8
Oil and gas	—	54.2	8.5	—	62.7
General industrial	2.9	—	57.0	(0.4)	59.5
Total	$ 315.2	$ 215.7	$ 165.0	$ (0.4)	$ 695.5

Contract Assets and Liabilities

Contract assets consist of unbilled amounts where revenue recognized exceeds customer billings, net of allowances for credit losses. Contract liabilities consist of advance payments and billings in excess of revenue recognized. The following table represents our net contract assets and liabilities as of March 31, 2020 and December 31, 2019.

	March 31, 2020	December 31, 2019	Change
Current contract assets, net	**$ 15.6**	$ 18.0	(13.3)%
Current contract liabilities	**(51.2)**	(57.4)	(10.8)%
Net contract liabilities	**$ (35.6)**	$ (39.4)	(9.6)%

During the three months ended March 31, 2020, we recognized revenue of $32.8, related to contract liabilities as of December 31, 2019. The aggregate amount of the transaction price allocated to unsatisfied or partially satisfied performance obligations as of March 31, 2020 was $841.0. Of this amount, we expect to recognize approximately $695 to $715 of revenue during 2020.

NOTE 5
RESTRUCTURING ACTIONS

The table below summarizes the restructuring costs presented within general and administrative expenses in our Consolidated Condensed Statements of Operations for the three months ended March 31, 2020 and 2019. We have initiated various restructuring activities throughout our businesses during the past two years, however there were no restructuring activities considered individually significant, other than those announced subsequent to the end of the first quarter of 2020.

For the Three Months Ended March 31	**2020**	2019
Severance and other employee-related	**$ 3.1**	$ 1.0
Other	**—**	0.1
Total restructuring costs	**$ 3.1**	$ 1.1
By segment:		
Motion Technologies	**$ —**	$ 0.7
Industrial Process	**0.1**	0.3
Connect & Control Technologies	**1.5**	0.1
Corporate and Other	**1.5**	—

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, 2020 and 2019.

For the Three Months Ended March 31	**2020**	2019
Restructuring accruals - beginning balance	**$ 7.5**	$ 6.7
Restructuring costs	**3.1**	1.1
Cash payments	**(3.2)**	(1.8)
Foreign exchange translation and other	**(0.2)**	(0.4)
Restructuring accrual - ending balance	**$ 7.2**	$ 5.6
By accrual type:		
Severance and other employee-related	**$ 6.9**	$ 5.3
Other	**0.3**	0.3

Subsequent to the end of the first quarter of 2020, the Company finalized an organizational-wide restructuring plan to reduce the overall cost structure of the Company primarily in response to an anticipated reduction in demand from the COVID-19 pandemic. The Company expects to incur pre-tax cash costs of approximately $45 to $55, principally involuntary severance costs. The Company anticipates to substantially complete these actions in 2020. The benefits from these actions, after full implementation, are expected to yield annual pre-tax cash savings to the Company of approximately $70.

NOTE 6
INCOME TAXES

For the Three Months Ended March 31	2020	2019	Change
Income tax expense	**$ 24.7**	$ 19.7	25.4%
Effective tax rate	**22.7%**	21.6%	110bp

The higher effective tax rate during the first quarter of 2020 was primarily due to an increase in unbenefited tax losses in Germany partially offset by foreign exchange losses on distributions resulting in a tax benefit of $2.0.

In response to COVID-19, the Coronavirus Aid, Relief, and Economic Security Act (the CARES Act) was signed into law on March 27, 2020. The CARES Act provides numerous tax provisions and other stimulus measures, including temporary changes regarding the prior and future utilization of net operating losses, temporary suspension of certain payment requirements for the employer portion of Social Security taxes, technical corrections from prior tax legislation for tax depreciation of certain qualified improvement property, and the creation of certain refundable employee retention credits. In addition, certain non-U.S. jurisdictions have also enacted similar measures. The Company is currently evaluating the impact of these measures on its consolidated financial statements. If these measures are determined to be applicable to the Company, they may result in cash refunds and an income tax benefit recorded in the Consolidated Statement of Operations.

Our financial condition and results of operations have been and are expected to continue to be adversely affected by the COVID-19 pandemic and the governmental and market reactions to COVID-19. The impacts on earnings have already and will continue to have an impact on the Company's overall effective tax rate throughout the year.

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 the Czech Republic, Germany, Hong Kong, India, Italy, the U.S. and Venezuela. The estimated tax liability calculation for unrecognized tax benefits considers uncertainties in the application of complex tax laws and regulations in various tax jurisdictions. Due to the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from the current estimate of the unrecognized tax benefit. 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 $14 due to changes in audit status, expiration of statutes of limitations and other events. In addition, the settlement of any future examinations relating to the 2011 and prior tax years could result in changes in amounts attributable to the Company under its Tax Matters Agreement with Exelis Inc. and Xylem Inc. relating to the Company's 2011 spin-off of those businesses.

NOTE 7
EARNINGS PER SHARE DATA

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 for the three months ended March 31, 2020 and 2019.

For the Three Months Ended March 31	2020	2019
Basic weighted average common shares outstanding	**87.4**	87.6
Add: Dilutive impact of outstanding equity awards	**0.8**	1.0
Diluted weighted average common shares outstanding	**88.2**	88.6

There were no anti-dilutive shares underlying stock options excluded from the computation of diluted earnings per share for the three months ended March 31, 2020 and 2019.

NOTE 8
RECEIVABLES, NET

	March 31, 2020	December 31, 2019
Trade accounts receivable	**$ 562.3**	$ 562.3
Notes receivable	**9.1**	6.2
Other	**18.2**	21.2
Receivables, gross	**589.6**	589.7
Less: Allowance for credit losses - receivables	**(15.7)**	(11.3)
Receivables, net	**$ 573.9**	$ 578.4

Allowance for Credit Losses

We determine our allowance for credit losses using a combination of factors to reduce our trade receivables and contract asset balances to the net amount expected to be collected. The allowance was based on a variety of factors including the length of time receivables were past due, macroeconomic trends and conditions, significant one-time events, historical experience, and expectations of future economic conditions. We also record an allowance for individual accounts when we become aware of specific customer circumstances, such as in the case of bankruptcy filings or deterioration in the customer's operating results or financial position. The past due or delinquency status of a receivable is based on the contractual payment terms of the receivable. If circumstances related to the specific customer change, we adjust estimates of the recoverability of receivables as appropriate. Our allowance for credit losses for the quarter ended March 31, 2020 includes our initial estimate of the impact of the COVID-19 pandemic and recent decline in the oil and gas market and will be adjusted in subsequent periods as circumstances develop and we gain better insight into the future outlook of the pandemic. We believe these events may impact our ability to collect from certain customers depending on the end market we serve and customer profile.

The following table displays our allowance for credit losses for receivables and contract assets.

	March 31, 2020	December 31, 2019
Allowance for credit losses - receivables	**$ 15.7**	$ 11.3
Allowance for credit losses - contract assets	**0.1**	1.5
Total allowance for credit losses	**$ 15.8**	$ 12.8

The follow table displays a rollforward of the total allowance for credit losses for the three months ended March 31, 2020.

For the Three Months Ended March 31	2020
Total allowance for credit losses - January 1	**$ 12.8**
Impact of adoption of ASU 2016-13 (See Note 2)	**1.7**
Charges to income	**3.3**
Write-offs	**(1.7)**
Foreign currency and other	**(0.3)**
Total allowance for credit losses - March 31	**$ 15.8**

NOTE 9
INVENTORIES, NET

	March 31, 2020	December 31, 2019
Finished goods	**$ 54.4**	$ 80.7
Work in process	**84.5**	83.9
Raw materials	**243.5**	228.3
Inventories, net	**$ 382.4**	$ 392.9

NOTE 10
OTHER CURRENT AND NON-CURRENT ASSETS

	March 31, 2020	December 31, 2019
Asbestos-related assets	**$ 67.2**	$ 67.2
Advance payments and other prepaid expenses	**49.0**	45.4
Current contract assets, net	**15.6**	18.0
Prepaid income taxes	**18.8**	20.6
Other	**1.4**	2.2
Other current assets	**$ 152.0**	$ 153.4
Other employee benefit-related assets	**$ 132.0**	$ 133.6
Operating lease right-of-use assets	**85.2**	91.7
Capitalized software costs	**28.0**	30.1
Environmental-related assets	**22.2**	22.2
Equity method investments	**10.1**	9.8
Other	**26.9**	29.1
Other non-current assets	**$ 304.4**	$ 316.5

NOTE 11
PLANT, PROPERTY AND EQUIPMENT, NET

	Useful life (in years)	March 31, 2020	December 31, 2019
Machinery and equipment	2 - 10	**$ 1,103.0**	$ 1,128.9
Buildings and improvements	5 - 40	**268.3**	279.3
Furniture, fixtures and office equipment	3 - 7	**77.1**	79.8
Construction work in progress		**52.0**	48.8
Land and improvements		**32.0**	33.3
Other		**4.8**	10.5
Plant, property and equipment, gross		**1,537.2**	1,580.6
Less: Accumulated depreciation		**(1,025.7)**	(1,049.1)
Plant, property and equipment, net		**$ 511.5**	$ 531.5

Depreciation expense of $20.5 and $20.2 was recognized in the three months ended March 31, 2020 and 2019, respectively.

During the first quarter of 2020, we recorded an impairment of $4.0 for a business within IP due to challenging economic conditions in the upstream oil and gas market combined with impacts associated with the COVID-19 pandemic. Long-lived assets of the business, with a carrying value of $14.0, primarily building and improvements, machinery and equipment, were reduced to their current estimated fair value of $10.0. Our current estimate of fair value, categorized within Level 3 of the fair value hierarchy, was determined based on a market approach estimating the net proceeds that would be received for the sale of the assets. Significant additional adverse changes to the economic environment and future cash flows of other businesses could cause us to record additional impairment charges in future periods, which may be material.

NOTE 12
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, 2020 by segment.

	Motion Technologies	Industrial Process	Connect & Control Technologies	Total
Goodwill - December 31, 2019	$ 293.6	$ 354.1	$ 279.5	$ 927.2
Adjustments to purchase price allocations	—	(2.5)	—	(2.5)
Foreign exchange translation	(3.2)	(6.4)	(0.7)	(10.3)
Goodwill - March 31, 2020	**$ 290.4**	**$ 345.2**	**$ 278.8**	**$ 914.4**

Adjustments to purchase price allocations is related to our 2019 acquisition of Rheinhütte Pumpen Group (Rheinhütte). Refer to Note 20, Acquisitions, for additional information.

Other Intangible Assets, Net

Information regarding our other intangible assets is as follows:

	March 31, 2020			December 31, 2019		
	Gross Carrying Amount	**Accumulated Amortization**	**Net Intangibles**	Gross Carrying Amount	Accumulated Amortization	Net Intangibles
Customer relationships	**$ 161.6**	**$ (91.8)**	**$ 69.8**	$ 176.3	$ (99.6)	$ 76.7
Proprietary technology	**45.8**	**(20.4)**	**25.4**	58.4	(28.1)	30.3
Patents and other	**10.6**	**(8.0)**	**2.6**	21.8	(13.0)	8.8
Finite-lived intangible total	**218.0**	**(120.2)**	**97.8**	256.5	(140.7)	115.8
Indefinite-lived intangibles	**21.9**	**—**	**21.9**	22.2	—	22.2
Other intangible assets	**$ 239.9**	**$ (120.2)**	**$ 119.7**	$ 278.7	$ (140.7)	$ 138.0

The challenging economic conditions caused by the global COVID-19 pandemic combined with a decline in the upstream oil and gas market are expected to result in a significant decline in revenue and negatively impact the profitability of a business within the IP segment. As a result, during the first quarter of 2020, we determined that certain intangible assets including an indefinite-lived trademark, customer relationships and proprietary technology would not be recoverable, resulting in an impairment of $12.3. Significant additional adverse changes to the economic environment and future cash flows of other businesses could cause us to record additional impairment charges in future periods, which may be material. In addition, we reclassified a trademark intangible asset with a net book value of $5, previously included within patents and other, to indefinite-lived intangibles as we have recently suspended our company re-branding project for the foreseeable future.

Amortization expense related to finite-lived intangible assets was $4.8 and $4.0 for the three months ended March 31, 2020 and 2019, respectively. Estimated amortization expense for each of the five succeeding years is as follows:

2020	$ 12.8
2021	16.3
2022	16.2
2023	14.4
2024	9.0
Thereafter	29.1

NOTE 13
ACCRUED LIABILITIES AND OTHER NON-CURRENT LIABILITIES

	March 31, 2020	December 31, 2019
Compensation and other employee-related benefits	**$ 121.7**	$ 145.4
Contract liabilities and other customer-related liabilities	**68.5**	74.6
Asbestos-related liability	**86.3**	86.0
Accrued income taxes and other tax-related liabilities	**26.3**	27.0
Operating lease liabilities	**19.1**	19.9
Accrued warranty costs	**18.9**	18.5
Environmental liabilities and other legal matters	**16.8**	17.9
Other	**38.7**	41.5
Accrued liabilities	**$ 396.3**	$ 430.8
Environmental liabilities	**$ 52.4**	$ 55.8
Operating lease liabilities	**70.1**	76.0
Compensation and other employee-related benefits	**30.8**	32.4
Deferred income taxes and other tax-related liabilities	**24.6**	24.0
Other	**45.7**	46.5
Other non-current liabilities	**$ 223.6**	$ 234.7

NOTE 14
DEBT

	March 31, 2020	December 31, 2019
Short-term loans	**$ 384.5**	$ —
Commercial paper	**—**	84.2
Current maturities of long-term debt and finance leases	**2.3**	2.3
Short-term debt and current maturities of long-term debt	**386.8**	86.5
Long-term debt and finance leases	**12.6**	12.9
Total debt and finance leases	**$ 399.4**	$ 99.4

Short-term Loans

On November 25, 2014, we entered into a competitive advance and revolving credit facility agreement (the Revolving Credit Agreement) with a consortium of third party lenders including JPMorgan Chase Bank, N.A., as administrative agent, and Citibank, N.A., as syndication agent. During 2019, we extended the Revolving Credit Agreement maturity date to November 25, 2022. The Revolving Credit Agreement provides for an aggregate principal amount of up to $500 of (i) revolving extensions of credit (the revolving loans) outstanding at any time, (ii) competitive advance borrowing option which will be provided on an uncommitted competitive advance basis through an auction mechanism (the competitive advances), and (iii) letters of credit for a face amount up to $100

at any time outstanding. Subject to certain conditions, we are permitted to terminate permanently the total commitments and reduce commitments in minimum amounts of $10. Borrowings under the credit facility are available in U.S. dollars, Euros or British pound sterling. We are permitted to request that lenders increase the commitments under the facility by up to $200 for a maximum aggregate principal amount of $700, however this is subject to certain conditions and therefore may not be available to us.

The interest rate per annum on the Revolving Credit Agreement is based on the LIBOR rate of the currency we borrow in, adjusted for statutory reserve requirements, plus a margin of 1.1%. As of March 31, 2020, we had €350 outstanding ($384.5 as of March 31, 2020) under the credit facility, with an associated weighted average interest rate of 1.1% and varying maturity dates all within six months or less. As of December 31, 2019, we had no outstanding obligations under the credit facility. On April 3, 2020, we borrowed an additional €109 (approximately $118) with a weighted average interest rate of 1.1% and a maturity date of 6 months. There is also a 0.15% fee per annum applicable to the commitments under The Revolving Credit Agreement. The fees and margin are subject to adjustment should the Company's credit ratings change.

The credit facility contains customary affirmative and negative covenants that, among other things, will limit or restrict our ability to: incur additional debt or issue guarantees; create liens; enter into certain sale and lease-back transactions; merge or consolidate with another person; sell, transfer, lease or otherwise dispose of assets; liquidate or dissolve; and enter into restrictive covenants. Additionally, the Revolving Credit Agreement requires us not to permit the ratio of consolidated total indebtedness to consolidated earnings before interest, taxes, depreciation and amortization (EBITDA) (leverage ratio) to exceed 3.00 to 1.00 at any time, or the ratio of consolidated EBITDA to consolidated interest expense (interest coverage ratio) to be less than 3.00 to 1.00. In the event of certain ratings downgrades of the Company to a level below investment grade, the direct and indirect significant U.S. subsidiaries of the Company would be required to guarantee the obligations under the credit facility.

On April 29, 2020, we entered into two 364-day term revolving credit agreements totaling $200 (the Incremental Revolving Credit Agreements) which provide the Company with additional liquidity in excess of the Revolving Credit Agreement. Borrowings are available in U.S. dollars and the interest rate per annum is based on the LIBOR rate, adjusted for statutory reserve requirements, plus a margin of up to 1.55%. The Incremental Revolving Credit Agreements are subject to fees of up to 0.35% per annum. The fees and margin are subject to adjustment should the Company's credit ratings change. All other key provisions of the Incremental Revolving Credit Agreements mirror those of the Revolving Credit Agreement described above, including all covenants. In addition, the Incremental Revolving Credit Agreements did not violate any negative covenants associated with the existing Revolving Credit Agreement. There were no outstanding borrowings under the Incremental Revolving Credit Agreements as of the date of this report.

As of March 31, 2020, our interest coverage ratio and leverage ratios associated with short-term loans were within the prescribed thresholds. Additionally, we currently expect to remain within the prescribed thresholds until maturity.

Commercial Paper

There were no commercial paper borrowings outstanding as of March 31, 2020, due to the volatility of the commercial paper market as a result of the economic uncertainty related to the COVID-19 pandemic. Commercial paper outstanding as of December 31, 2019 was issued entirely through the Company's euro program and had an associated weighted average interest rate of 0.05%. The outstanding commercial paper had maturity terms less than three months from the date of issuance.

Refer to the Liquidity section within "Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations," for additional information on our overall funding and liquidity strategy.

NOTE 15
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, 2020 and 2019.

	2020			2019		
For the Three Months Ended March 31	**Pension**	**Other Benefits**	**Total**	Pension	Other Benefits	Total
Service cost	**$ 0.3**	**$ 0.2**	**$ 0.5**	$ 0.4	$ 0.2	$ 0.6
Interest cost	**2.3**	**0.7**	**3.0**	3.1	1.0	4.1
Expected return on plan assets	**(2.2)**	**—**	**(2.2)**	(3.8)	—	(3.8)
Amortization of prior service (benefit) cost	**—**	**(1.2)**	**(1.2)**	0.2	(1.3)	(1.1)
Amortization of net actuarial loss	**1.8**	**0.6**	**2.4**	1.3	0.6	1.9
Total net periodic benefit cost	**$ 2.2**	**$ 0.3**	**$ 2.5**	$ 1.2	$ 0.5	$ 1.7

We made contributions to our global postretirement plans of $2.2 and $3.0 during the three months ended March 31, 2020 and 2019, respectively. We expect to make contributions of approximately $10 to $12 during the remainder of 2020, principally related to our other employee-related benefit plans.

Amortization from accumulated other comprehensive income into earnings related to prior service cost and net actuarial loss was $0.9 and $0.6, net of tax, during the three months ended March 31, 2020 and 2019, respectively. No other reclassifications from accumulated other comprehensive income into earnings were recognized during any of the presented periods.

U.S. Qualified Pension Plan Termination

On February 19, 2020, the Company's Board of Directors conditionally authorized the termination of our U.S. qualified pension plan by offering lump sum distributions to certain participants and transferring the plan's remaining benefit obligations to an insurance company through one or more group annuity contracts. The current projected benefit obligation is $290.2. Ultimate plan termination is subject to certain considerations, including regulatory review, interest rates and annuity pricing. If we proceed with the termination of the plan, the transaction is expected to occur in the second half of 2020 and would be funded with plan assets, $312.3 as of the end of the first quarter. Any additional funding, if necessary, would be made with cash. Our investment strategy was updated in 2019 to reduce risk by increasing the asset allocation to 100% fixed income and cash. At the time such a transaction were to close, an insurance company (or companies) would assume responsibility for paying and administering pension benefits that had been an obligation of the plan to plan participants and their beneficiaries. Upon transfer of the pension obligation, we expect to recognize a non-cash pension settlement charge of approximately $130 to $140 before tax, which includes recognition of the remaining pension losses, currently recorded in accumulated other comprehensive loss, and derecognition of the net assets of the plan. As a result of the plan transfer, the amount of benefits to be received by participants will not be impacted and will be protected by state guaranty associations.

NOTE 16
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, 2020 and 2019.

For the Three Months Ended March 31	**2020**	2019
Equity-based awards	**$ 2.5**	$ 4.5
Liability-based awards	**(0.6)**	0.7
Total share-based compensation expense	**$ 1.9**	$ 5.2

The decline in share-based compensation expense for equity-based awards was driven by performance stock units which are evaluated each quarter to determine the likelihood of achieving certain performance targets. The decline in share-based compensation expense for liability-based awards is due to a decrease in ITT's stock price. At March 31, 2020, there was $29.7 of total unrecognized compensation cost related to non-vested equity awards. This cost is expected to be recognized ratably over a weighted-average period of 2.3 years. Additionally, unrecognized compensation cost related to liability-based awards was $1.6, which is expected to be recognized ratably over a weighted-average period of 2.1 years.

Year-to-Date 2020 LTIP Activity

The majority of our LTIP awards are granted during the first quarter of each year and vest on the completion of a three-year service period. During the three months ended March 31, 2020, we granted the following LTIP awards as provided in the table below:

	# of Awards Granted	Weighted Average Grant Date Fair Value Per Share
Restricted stock units (RSUs)	0.2	$ 61.05
Performance stock units (PSUs)	0.1	$ 68.93

During the three months ended March 31, 2020 a nominal amount of non-qualified stock options were exercised resulting in proceeds of $0.1. During the three months ended March 31, 2019, 0.2 of non-qualified stock options were exercised resulting in proceeds of $5.1. During the three months ended March 31, 2020 and 2019, RSUs of 0.2 vested and were issued. During the three months ended March 31, 2020 and 2019, PSUs of 0.2 that vested on December 31, 2019 and 2018, respectively, were issued.

NOTE 17
CAPITAL STOCK

On October 27, 2006 (the 2006 Plan), our Board of Directors approved a three-year, $1 billion share repurchase program, which it modified in 2008 to make the term indefinite. On October 30, 2019 (the 2019 Plan), the Board of Directors approved a new indefinite term $500 share repurchase program. During the first quarter of 2020, we completed the 2006 Plan and commenced repurchases under the 2019 Plan. During the three months ended March 31, 2020 and 2019, we repurchased and retired 1.7 and 0.2 shares of common stock for $73.2 and $10.5, respectively, under these programs, including 1.4 shares and $61.9 in 2020 under the 2006 plan.

Separate from the share repurchase program, the Company repurchased 0.2 shares during the three months ended March 31, 2020 and 2019, respectively, for an aggregate price of $10.2 and $9.4, respectively, in settlement of employee tax withholding obligations due upon the vesting of RSUs and PSUs.

NOTE 18
ACCUMULATED OTHER COMPREHENSIVE LOSS

	Postretirement Benefit Plans	Cumulative Translation Adjustment	Accumulated Other Comprehensive Loss
December 31, 2019	$ (133.3)	$ (252.0)	$ (385.3)
Net change during period	0.9	(51.3)	(50.4)
March 31, 2020	$ (132.4)	$ (303.3)	$ (435.7)
December 31, 2018	$ (131.6)	$ (243.9)	$ (375.5)
Net change during period	0.6	(2.4)	(1.8)
March 31, 2019	$ (131.0)	$ (246.3)	$ (377.3)

NOTE 19
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 asbestos and 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 defend vigorously against all 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

Subsidiaries of ITT, including ITT LLC and Goulds Pumps LLC, have 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 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, 2020, there were approximately 24 thousand pending claims against ITT subsidiaries, including Goulds Pumps LLC, 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:

Pending claims – Beginning	24
New claims	1
Settlements	—
Dismissals	(1)
Pending claims – Ending	24

Frequently, plaintiffs are unable to identify any ITT LLC or Goulds Pumps LLC products as a source of asbestos exposure. Our experience to date is that a majority of resolved claims are dismissed without any payment from ITT subsidiaries. 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 a 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 variables and uncertainties inherent in the long-term projection of the Company's asbestos exposures, while 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 difficult 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.

Settlement Agreement

The Company periodically enters into settlement agreements with insurers to settle responsibility for insurance claims. Under the terms of the settlements, the insurers agree to a payment or specified series of payments to a Qualified Settlement Fund for past costs and/or agree to provide coverage for certain future asbestos claims on specified terms and conditions. In March 2020, we finalized a settlement agreement with a group of insurers to settle responsibility for claims under certain insurance policies for a lump sum payment of $66.4, resulting in a benefit of $52.5.

Asbestos-Related Benefit, Net

As part of our ongoing review of our net asbestos exposure, each quarter we assess the most recent quantitative data available for the key inputs and assumptions, comparing the data to expectations on which the most recent annual liability and asset estimates were calculated. Based on this evaluation, the Company determined that no change in the estimate was warranted for the quarter ended March 31, 2020 other than the incremental accrual to maintain a rolling 10-year forecast period and the settlement agreement described above.

The following table provides a rollforward of the estimated asbestos liability and related assets for the three months ended March 31, 2020 and 2019.

	2020			2019		
For the Three Months Ended March 31	**Liability**	**Asset**	**Net**	Liability	Asset	Net
Beginning balance	**$ 817.6**	**$ 386.8**	**$ 430.8**	$ 849.3	$ 376.7	$ 472.6
Asbestos provision[(a)]	**14.5**	**2.7**	**11.8**	15.7	3.1	12.6
Insurance settlement agreement	**—**	**52.5**	**(52.5)**	—	—	—
Net cash activity[(a)]	**(27.3)**	**(21.2)**	**(6.1)**	(20.1)	(10.2)	(9.9)
Ending balance	**$ 804.8**	**$ 420.8**	**$ 384.0**	$ 844.9	$ 369.6	$ 475.3
Current portion	**$ 86.3**	**$ 67.2**		$ 73.5	$ 67.1	
Noncurrent portion	**$ 718.5**	**$ 353.6**		$ 771.4	$ 302.5	

(a) Includes certain administrative costs such as legal-related costs for insurance asset recoveries.

Environmental Matters

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 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 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 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 for the three months ended March 31, 2020 and 2019.

For the Three Months Ended March 31	**2020**	2019
Environmental liability - beginning balance	**$ 61.9**	$ 66.8
Change in estimates for pre-existing accruals:		
Continuing operations	**—**	(0.1)
Discontinued operations	**(1.6)**	—
Payments	**(1.6)**	(2.6)
Foreign currency	**(0.2)**	(0.1)
Environmental liability - ending balance	**$ 58.5**	$ 64.0

Environmental-related assets, representing a qualified settlement fund and estimated recoveries from insurance providers and other third parties, were $22.2 and $23.4 as of March 31, 2020 and 2019, respectively.

We are currently involved with 28 active environmental investigation and remediation sites. At March 31, 2020, we have estimated the potential high-end liability range of environmental-related matters to be $105.3.

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 20
ACQUISITIONS

Rheinhütte Pumpen Group (Rheinhütte)

On April 30, 2019, we completed the acquisition of 100% of the privately held stock of Rheinhütte for a purchase price of €82.5 euros, net of cash acquired. The transaction was funded from the Company's cash and European commercial paper program. Rheinhütte, with 2018 revenue of approximately €61.5 euros and approximately 430 employees, has manufacturing locations in Germany and Brazil. Rheinhütte is a designer and manufacturer of highly engineered pumps suited for harsh and corrosive environments for the industrial market. Rheinhütte is reported within the Industrial Process segment.

Matrix Composites, Inc. (Matrix)

On July 3, 2019, we completed the acquisition of 100% of the privately held stock of Matrix for a purchase price of $25.8, net of cash acquired. The transaction was funded from the Company's cash. Matrix, a manufacturer of precision composite components within the aerospace and defense market, had 2018 revenue of approximately $12 with growth expected due to a ramp up in production on several next-generation aircraft engine platforms. Matrix has approximately 115 employees and is reported within the Connect & Control Technologies segment.

The final purchase prices for Rheinhütte and Matrix were allocated to net assets acquired and liabilities assumed based on their fair values as of the respective acquisition date, with the excess of the purchase price of $37.6 and $14.3 recorded as goodwill, respectively. Other intangibles identified for Rheinhütte include customer relationships, proprietary technology and trade names. Other intangibles assets for Matrix consist of customer relationships. The goodwill arising from these acquisitions is not expected to be deductible for income tax purposes.

Allocations of Purchase Price

	Rheinhütte	Matrix
Cash	$ 4.7	$ 0.5
Receivables	12.1	1.1
Inventory	15.2	1.8
Plant, property and equipment	19.9	2.9
Goodwill	37.6	14.3
Other intangible assets	15.2	8.5
Other assets	3.8	1.9
Accounts payable and accrued liabilities	(6.7)	(2.0)
Other liabilities	(5.3)	(2.7)
Net assets acquired	$ 96.5	$ 26.3

Pro forma results of operations have not been presented because the acquisitions were not deemed material as of the acquisition dates.

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 Inc. is a diversified manufacturer of highly engineered critical components and customized technology solutions for the transportation, industrial, and oil and gas markets. We manufacture components that are integral to the operation of equipment 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 centered on our engineering capabilities. Each business applies its technology and engineering expertise to solve our customers' most pressing challenges. Our applied engineering provides a valuable business relationship with our customers given the critical nature of their applications. This in turn provides us with unique insight to our customers' requirements and enables us to develop solutions to assist our customers to achieve their business goals. Our technology and customer intimacy together produce opportunities to capture recurring revenue streams, aftermarket opportunities and long-lived platforms from original equipment manufacturers (OEMs).

Our product and service offerings are organized into three segments: Motion Technologies, Industrial Process, and Connect & Control Technologies. See Note 3, Segment Information, in this Report for a summary description of each segment. Additional information is also available in our 2019 Annual Report within Part I, Item 1, "Description of Business".

All comparisons included within Management's Discussion and Analysis of Financial Condition and Results of Operations refer to the comparable three months ended March 31, 2019, unless stated otherwise.

Impact of COVID-19 on our Business

On March 11, 2020, the World Health Organization declared the current coronavirus ("COVID-19") outbreak to be a global pandemic. In response to this declaration and the rapid spread of COVID-19, governments throughout the world imposed varying degrees of restrictions on social and commercial activity to promote social distancing in an effort to slow the spread of the illness.

While most of our businesses are deemed essential, these restrictions have created various challenges for our business, and ITT has maintained cross functional global crisis management teams to respond to the changing conditions. In the face of this unprecedented challenge posed by the COVID-19 pandemic, we are united in our focus on our three top priorities, the health of our people, the health of our business, and the health of our financials.

Health of our People

From the earliest signs of the outbreak, we have taken proactive, aggressive action to protect the health and safety of our employees, customers, partners and suppliers. We have created core crisis teams and enacted rigorous safety measures at all of our sites. These measures include enhanced cleaning protocols, temperature checks, and distribution of personal protective equipment. We also redesigned employee workspaces to apply social distancing rules and require working from home for those employees that are not essential to be physically present. We expect to continue to implement these measures until we determine that the COVID-19 pandemic is adequately contained for purposes of our business, and we may take further actions as government authorities require or recommend, or as we deem necessary to keep our people safe.

Health of our Business

We anticipate a difficult and uniquely challenging year in the markets we serve. While we do not yet know how long this pandemic will last or how it will impact customer demand throughout the year, our ITT team has been working in close collaboration with our customers and suppliers to support them and to minimize disruptions within our supply chain. We continue to work hard to create value for our customers, striving to go above and beyond to be flexible and responsive to their needs. Additionally, with the anticipated continued reduction in demand, we are acting decisively to realign our operations and cost structure in this rapidly changing business environment. While any decision that impacts employees is always difficult, the additional actions that we are undertaking will help us continue to serve our customers in line with changing demand.

Health of our Financials

ITT entered 2020 with a strong balance sheet and liquidity position. We will continue to monitor developments and we have already taken proactive measures to enhance our liquidity and reduce costs to better navigate this uncertain environment and secure ITT's future. Here are some of the liquidity and cost action highlights:

Liquidity:

- $1.2 billion in liquidity as of May 1, 2020;
- Fully drew down our $500 Revolving Credit Facility as of May 1, 2020;
- Executed new 364-Day Revolving Credit Agreements totaling $200 on April 29, 2020;
- 108% funded status for U.S. pension plans as of March 31, 2020;
- Investment grade balance sheet;
- Executed $73 in discretionary share repurchases during the first quarter of 2020 and then suspended further activity; and
- No planned change to our current dividend strategy at this time;

Cost Actions:

- Implementing a $50 organizational-wide restructuring plan that is primarily focused on structural cost reductions with expected annualized pre-tax benefit of $70;
- Salary reductions for the Chief Executive Officer and all other executives, and reduced compensation for Board of Directors;
- Suspended the 401(k) match for certain U.S. employees;
- $35 planned reduction in 2020 capital expenditures;
- Supply chain and vendor renegotiations; and
- Significant reduction in discretionary spending

We believe that these measures position ITT to confront the various impacts of the pandemic. However, the ultimate 2020 impact of COVID-19 on our business, results of operations, financial condition and cash flows is dependent on future developments, including the duration of the pandemic and the related length of its impact on the global economy, which cannot be predicted at this time. See Part II, Item 1A, Risk Factors, for an additional discussion of risk related to COVID-19.

Executive Summary

During the first quarter of 2020, we continued to focus on operational excellence and customer centricity while facing new and existing challenges. In addition to the various and far reaching impacts posed by the COVID-19 pandemic on the global economy, we also faced challenges due to delays in production from the Boeing 737 MAX, and continued weakness in the industrial markets. Although most of our manufacturing facilities saw little disruption due to COVID-19 during the first quarter, certain facilities in China and Europe were required by the local governments to enact temporary closures.

Our results for the first quarter are a testimony to the resilience of our diversified businesses and the resilience of our dedicated people. We have worked hard to focus on the needs of our customers, seizing opportunities for growth by growing market share, and continuing to drive operational improvements throughout the organization. The following table provides a summary of key performance indicators for the first quarter of 2020.

Summary of Key Performance Indicators for the First Quarter of 2020

Revenue	Segment Operating Income	Segment Operating Margin	EPS
$663	$78	11.7%	$0.95
5% Decrease	30% Decrease	420bp Decrease	19% Increase
Organic Revenue	**Adjusted Segment Operating Income**	**Adjusted Segment Operating Margin**	**Adjusted EPS**
$659	$96	14.5%	$0.80
5% Decrease	14% Decrease	170bp Decrease	12% Decrease

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 a definition and reconciliations between GAAP and non-GAAP metrics.

Our first quarter 2020 results include:

- Revenue of $663.3 decreased $32.2 or 4.6% including $16.9 from our 2019 acquisitions of Rheinhütte and Matrix and unfavorable foreign exchange of $12.4. Organic revenue decreased 5.3%, driven by declines in transportation of 7% and industrial of 9%, which more than offset growth of 20% in oil and gas.

- Segment operating income of $77.9 declined $32.6, or 29.5% which includes asset impairment charges of $16.3 related to a business within IP that primarily serves the global upstream oil and gas market and restructuring actions at CCT. Adjusted segment operating income declined $16.2, or 14.4%, and adjusted segment operating margin declined 170 basis points, primarily reflecting reduced sales volumes from weaker demand, disruption in our operations caused by the COVID-19 global pandemic, prior year government incentives, and unfavorable foreign exchange, partially offset by savings from productivity and cost containment actions.

- Income from continuing operations of $0.95 per diluted share increased $0.15, due to a $53.3 increase in net asbestos benefit from a favorable insurance settlement of $66.4, partially offset by a decline in segment operating income, corporate restructuring costs, unfavorable investment returns, and higher income tax expense. Adjusted income from continuing operations was $0.80 per diluted share, reflecting a $0.11, or 12%, decrease from the prior year.

- Cash flows from operations was $53.5, representing a 27% increase over the prior year driven by effective working capital management and a reduction in incentive compensation. These items were partially offset by a decline in segment operating performance as well as proceeds received of $9 from a prior year intellectual property settlement.

In terms of capital deployment, we repurchased $73 under our share repurchase program and declared dividends of $14.9 that were paid on April 1, 2020 immediately following the close of the first quarter.

2020 Outlook

For the remainder of 2020, we expect significant headwinds across all of our businesses due to the extraordinary uncertainty surrounding global markets as a result of the COVID-19 pandemic. We have already experienced some of these headwinds in our first quarter orders which declined 10% compared to the prior year. At MT, demand for OEM brake pads has declined significantly as automakers look to reduce production of new vehicles to align with decreasing consumer demand. At CCT, a reduction in global commercial air traffic has significantly reduced demand for aerospace OEM and aftermarket components and connectors. At IP, due to the recent decrease in oil and gas prices, we anticipate a future decline in customer expenditures. While facing declining demand, certain facilities have been required by local governments to temporarily close to prevent the spread of the virus. While some of these facilities have reopened in recent weeks, our production may not be at maximum capacity because of the decline in demand as well as the strict guidelines we have imposed to protect the health of our people. These headwinds will significantly impact our operating performance for the remainder of the year across all of our businesses.

At CCT, we are also experiencing continued production delays related to the Boeing 737 MAX and we cannot predict at this time when production will ramp up. The oil and gas market, which represents approximately 10% of total ITT revenue, is currently in the midst of an oversupply and reduced demand environment, and as a result oil prices have declined significantly. Major oil and gas companies are projecting significant cuts in their 2020 capital expenditure and maintenance spending. We entered 2020 with a strong backlog, and although first quarter revenue and orders were strong, we expect future orders to be negatively impacted. To date, we have not experienced any significant project cancellations at IP.

We are unable to predict how long these negative impacts will last for ITT, our customers and suppliers. Given these uncertainties, we expect to experience negative impacts to our operating cash flows due to lower segment operating income and negative impacts to working capital, primarily from reductions or delays in customer collections of receivables. For the remainder of 2020, our focus is to maintain the financial health of ITT, and we have identified new cost actions, including a global restructuring plan and aligning our production with the demand of our customers. We have also accessed additional liquidity and are closely monitoring our cash and working capital. We believe that these measures will best position ITT to power through this challenging period and position us for the future.

DISCUSSION OF FINANCIAL RESULTS
Three Months Ended March 31

	2020	2019	Change
Revenue	**$ 663.3**	$ 695.5	(4.6%)
Gross profit	**209.4**	218.8	(4.3%)
Gross margin	**31.6%**	31.5%	10bp
Operating expenses	**100.1**	128.2	(21.9%)
Operating expense to revenue ratio	**15.1%**	18.4%	(330)bp
Operating income	**109.3**	90.6	20.6%
Operating margin	**16.5%**	13.0%	350bp
Interest and non-operating expenses (income), net	**0.6**	(0.5)	(220.0%)
Income tax expense	**24.7**	19.7	25.4%
Effective tax rate	**22.7%**	21.6%	110bp
Income from continuing operations attributable to ITT Inc.	**83.7**	71.3	17.4%
Net income attributable to ITT Inc.	**84.8**	71.3	18.9%

REVENUE

The following tables illustrate the revenue derived from each of our segments for the three months ended March 31, 2020 and 2019.

For the Three Months Ended March 31	2020	2019	Change	Organic (Decline) Growth[(a)]
Motion Technologies	**$ 297.9**	$ 315.2	(5.5)%	(3.0)%
Industrial Process	**227.3**	215.7	5.4 %	0.8 %
Connect & Control Technologies	**138.7**	165.0	(15.9)%	(17.4)%
Eliminations	**(0.6)**	(0.4)		
Total Revenue	**$ 663.3**	$ 695.5	(4.6)%	(5.3)%

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

Motion Technologies (MT)

MT revenue for the three months ended March 31, 2020 decreased $17.3, or 5.5%, which included unfavorable foreign currency translation impact of $7.8. Organic revenue decreased $9.5, or 3.0% driven primarily by a 5% decline in Friction sales due to a significant reduction in demand mainly in China and Europe resulting from COVID-19. While automotive sales softened globally, we significantly outperformed the global market in the first quarter of 2020. In addition, Wolverine sales declined 3% due to weakness in the global auto market. These declines were partially offset by sales growth of 5% at KONI & Axtone, primarily in the European and North American rail market.

Industrial Process (IP)

IP revenue for the three months ended March 31, 2020 increased $11.6, or 5.4%, which included revenue of $13.9 from our 2019 acquisition of Rheinhütte, and an unfavorable foreign currency translation impact of $4.0. Organic revenue for the three months ended March 31, 2020 increased $1.7, or 0.8%, driven by growth in pump projects. Revenue from pump projects grew 2% due to strength in oil and gas in the Middle East. Revenue from our short-cycle business was relatively flat as demand for aftermarket service in the Middle East and strength in baseline pumps was offset by weakness in valves of 20%.

The level of order and shipment activity at IP can vary significantly from period to period due to pump projects which are highly engineered, customized to customer needs, and typically have longer lead times. Total orders during three months ended March 31, 2020 were $229.5, an increase of 5% compared to prior year. Backlog as of March 31, 2020 was $391.7, a decrease of $3.7, or 0.9%, compared to December 31, 2019.

Connect & Control Technologies (CCT)

CCT revenue for the three months ended March 31, 2020 decreased $26.3, or 15.9%, which included revenue of $3.0 from our 2019 acquisition of Matrix, and an unfavorable foreign currency translation impact of $0.6. Organic revenue decreased $28.7, or 17.4% driven by declines in aerospace and defense, and industrial of 19% and 17%, respectively. The decline in aerospace and defense was primarily driven by further delays in production from Boeing's 737 MAX, lower demand for aftermarket components due to a reduction in global commercial air traffic, and unfavorable timing of connector sales from defense programs. The decline in revenue from the industrial market was driven primarily by temporary plant closures in Europe and China and distributor destocking.

GROSS PROFIT

Gross profit for the three months ended March 31, 2020 and 2019 was $209.4 and $218.8, respectively, reflecting a gross margin of 31.6% and 31.5%, respectively. The increase in gross margin was primarily due to supply chain and productivity improvements and lower tariffs. These items were partially offset by unfavorable sales volume due to lower demand as a result of the COVID-19 pandemic and unfavorable product mix.

OPERATING EXPENSES

For the Three Months Ended March 31	**2020**	2019	Change
General and administrative expenses	**$ 60.2**	$ 51.9	16.0 %
Sales and marketing expenses	**41.6**	40.2	3.5 %
Research and development expenses	**22.7**	23.5	(3.4)%
Asbestos-related (benefit) costs, net	**(40.7)**	12.6	**
Asset impairment charges	**16.3**	—	100.0 %
Total operating expenses	**$ 100.1**	$ 128.2	(21.9)%
Total Operating Expenses By Segment:			
Motion Technologies	**$ 36.2**	$ 35.8	1.1 %
Industrial Process	**62.8**	39.7	58.2 %
Connect & Control Technologies	**32.6**	32.8	(0.6)%
Corporate & Other	**(31.5)**	19.9	(258.3)%

** Resulting percentage change not considered meaningful.

General and administrative (G&A) expenses for the three months ended March 31, 2020 increased $8.3, which includes incremental costs of $2.2 from our 2019 acquisitions of Rheinhütte and Matrix. Excluding these acquisitions, G&A expenses increased $6.1 driven by prior year government investments incentives of $3, unfavorable market returns on corporate life insurance assets of $2.1, and unfavorable foreign exchange of $1. These items were partially offset by a decline in incentive compensation.

Sales and marketing expenses for the three months ended March 31, 2020 increased $1.4, which includes incremental costs of $3.2 from our 2019 acquisitions of Rheinhütte and Matrix. Excluding these acquisitions, sales and marketing expenses decreased $1.8 primarily driven by cost reduction actions across all segments.

Research and development expenses for the three months ended March 31, 2020 decreased $0.8.

Asbestos-related benefit increased $53.3 during the three months ended March 31, 2020, primarily due to a $66.4 settlement agreement with a group of insurers. See Note 19, Commitments and Contingencies, to the Consolidated Condensed Financial Statements for further information.

Asset impairment charges during the three months ended March 31, 2020 are related to a business within IP that primarily serves the global upstream oil and gas market. See Note 11, Plant, Property and Equipment, net, and Note 12, Goodwill and Other intangible assets, net, to the Consolidated Condensed Financial Statements for further information. Significant additional adverse changes to the economic environment and future cash flows of other businesses could cause us to record additional impairment charges in future periods, which may be material.

OPERATING INCOME

For the Three Months Ended March 31	2020	2019	Change
Motion Technologies	**$ 53.1**	$ 60.9	(12.8)%
Industrial Process	**8.9**	22.2	(59.9)%
Connect & Control Technologies	**15.9**	27.4	(42.0)%
Segment operating income	**77.9**	110.5	(29.5)%
Asbestos-related benefit (costs), net	**40.7**	(12.6)	**
Other corporate costs	**(9.3)**	(7.3)	(27.4)%
Total corporate	**31.4**	(19.9)	(257.8)%
Total operating income	**$ 109.3**	$ 90.6	20.6 %
Operating margin:			
Motion Technologies	**17.8%**	19.3%	(150)bp
Industrial Process	**3.9%**	10.3%	(640)bp
Connect & Control Technologies	**11.5%**	16.6%	(510)bp
Segment operating margin	**11.7%**	15.9%	(420)bp
Consolidated operating margin	**16.5%**	13.0%	350bp

** Resulting percentage change not considered meaningful.

MT operating income for the three months ended March 31, 2020 decreased $7.8, and had a margin decline of 150 basis points. The decline in operating income was driven by unfavorable pricing and mix, government investment incentives received in the prior year of $3, lower volumes of $2.9, operational disruptions caused by COVID-19, and unfavorable foreign currency impacts of $1. These items were partially offset by savings from supply chain, productivity and prior year restructuring actions and a reduction in tariffs.

IP operating income for the three months ended March 31, 2020 decreased $13.3, and had a margin decline of 640 basis points. The decline in operating income was driven by asset impairments of $16.3 related to a business that primarily serves the global upstream oil and gas market, as well as unfavorable foreign currency impacts of $3. These items were partially offset by savings from supply chain, productivity and prior year restructuring actions and improved project execution. In addition, favorable pricing was largely offset by mix.

CCT operating income for the three months ended March 31, 2020 decreased $11.5, and had a margin decline of 510 basis points, primarily driven by a decline in operating income of $15 from lower sales volumes and an increase in restructuring costs of $1.4. These items were partially offset by benefits from productivity, supply chain, and past restructuring actions. Additionally, higher commodity costs were partially offset by favorable pricing.

Other corporate costs for the three months ended March 31, 2020 increased $2.0 reflecting unfavorable market returns on corporate owned life insurance assets and higher restructuring costs, partially offset by lower incentive compensation costs.

INTEREST AND NON-OPERATING INCOME AND EXPENSES, NET

For the Three Months Ended March 31	2020	2019	Change
Interest and non-operating expenses (income), net	**$ 0.6**	$ (0.5)	(220.0)%

The change during the three months ended March 31, 2020 was primarily due to an increase in pension-related expense as well as a decline in interest rates on cash and money market investments. In addition, we expect to incur incremental interest expense of approximately $2 through the maturity date of the approximately $500 of outstanding borrowings under our Revolving Credit Agreement. Additionally, we recently entered into two 364-day revolving credit agreements totaling $200 and may incur incremental interest expense based on future borrowings at a rate of LIBOR plus a margin of up to 1.55%.

U.S. Qualified Pension Plan Termination

On February 19, 2020, the Company's Board of Directors conditionally authorized the termination of our U.S. qualified pension plan by offering lump sum distributions to certain participants and transferring the plan's remaining benefit obligations to an insurance company through one or more group annuity contracts. If we proceed with the termination of the plan, the transaction is expected to occur in the second half of 2020 and would result in a non-cash pension settlement charge of approximately $130 to $140 before tax, which includes recognition of the remaining pension losses currently recorded in accumulated other comprehensive loss, and derecognition of the net assets of the plan.

INCOME TAX EXPENSE

For the Three Months Ended March 31		**2020**		2019	Change
Income tax expense	**$**	**24.7**	$	19.7	25.4%
Effective tax rate		**22.7%**		21.6%	110bp

The higher effective tax rate during the first quarter of 2020 was primarily due to an increase in unbenefited tax losses in Germany partially offset by foreign exchange losses on distributions resulting in a tax benefit of $2.0.

In response to COVID-19, the Coronavirus Aid, Relief, and Economic Security Act (the CARES Act) was signed into law on March 27, 2020. The CARES Act provides numerous tax provisions and other stimulus measures, including temporary changes regarding the prior and future utilization of net operating losses, temporary suspension of certain payment requirements for the employer portion of Social Security taxes, technical corrections from prior tax legislation for tax depreciation of certain qualified improvement property, and the creation of certain refundable employee retention credits. In addition, certain non-U.S. jurisdictions have also enacted similar measures. The Company is currently evaluating the impact of these measures on its consolidated financial statements. If these measures are determined to be applicable to the Company, they may result in cash refunds and an income tax benefit recorded in the Consolidated Statement of Operations.

Our financial condition and results of operations have been and are expected to continue to be adversely affected by the COVID-19 pandemic and the governmental and market reactions to COVID-19. The impacts on earnings have already and will continue to have an impact on the Company's overall effective tax rate throughout the year.

LIQUIDITY

Funding and Liquidity Strategy

We monitor our funding needs and design and execute strategies to meet overall liquidity requirements, including the management of our capital structure, on both a short- and long-term basis. Significant factors that affect our overall management of liquidity include our cash flow from operations, credit ratings, the availability of commercial paper, access to bank lines of credit, term loans, 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.

As a result of the COVID-19 global pandemic, we anticipate future unfavorable impacts to our cash flow from operations, which is the primary source of funding for our ongoing working capital needs. These negative impacts include, but are not limited to, lower revenues and orders from customer delays, missed or late deliveries due to disruptions in our global supply chain, delayed supplier deliveries, or the inability to procure supplier inputs at reasonable prices or at all, and customer bankruptcies or delays in customer receivable collections. We are unable to predict how long these negative impacts will last, therefore we have taken proactive measures to access additional liquidity. This includes accessing our existing Revolving Credit Agreement which had outstanding borrowings of $384.5 as of March 31, 2020, and approximately $500 as of the date of this report. We also subsequently secured two 364-day revolving credit agreements totaling $200 on April 29, 2020 to further enhance our liquidity position. Additionally, we are taking a proactive approach to preserve cash by renegotiating contracts with vendors where possible, as well as applying aggressive cost savings measures to limit discretionary spending and reduce our cost structure going forward. The Company is also evaluating the various global governmental programs instituted in response to COVID-19, including the CARES Act in the U.S., to further maximize our liquidity. The CARES Act and various global programs in the jurisdictions in which we operate generally provide for deferrals of tax payments, employee retention credits, workforce incentives, as well as incentive financing programs backed by governmental

agencies. As of March 31, 2020, we have not incurred any borrowings under any governmental loan programs, but may pursue such financings in the future as an additional source of liquidity.

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 our global liquidity needs in a cost-efficient manner. We plan to continue to transfer cash between certain international subsidiaries and the U.S. and other international subsidiaries when it is cost effective to do so. The passage of the U.S. Tax Cuts and Jobs Act of 2017 (Tax Act) in 2017 provided greater flexibility around our global cash management strategy related to the amount and timing of transfers, and we will continue to support growth and expansion in markets outside of the U.S. through the development of products, increased capital spending, and potential foreign acquisitions. Net cash distributions from foreign countries to the U.S. during the three months ended March 31, 2020 was $270.2, and through the date of this report was $387.7. During the year ended December 31, 2019, we had net cash distributions from foreign countries to the U.S. of $11.4. The timing and amount of any additional future distributions remains under evaluation based on our jurisdictional cash needs.

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 2020, we declared dividends of $0.169 per share for shareholders of record on March 16, 2020. The dividend declared in 2020 of $14.9 was a 15.5% increase from the dividend declared in 2019.

During the first quarter of 2020, we completed our $1 billion share repurchase plan approved in 2006 and commenced repurchases under the recently approved $500 share repurchase plan (the 2019 Plan). During the three months ended March 31, 2020 and 2019, we repurchased and retired 1.7 and 0.2 shares of common stock for $73.2 and $10.5, respectively, under our share repurchase plan. As part of our COVID-19 response, we are temporarily suspending additional share repurchase activity. Separate from our share repurchase plans, the Company repurchased 0.2 shares during both the three months ended March 31, 2020 and 2019, respectively, for an aggregate price of $10.2 and $9.4, respectively, in settlement of employee tax withholding obligations due upon the vesting of RSUs and PSUs. All repurchased shares are canceled immediately following the repurchases.

Revolving Credit Agreements

Our $500 revolving credit agreement (the Revolving Credit Agreement) provides for increases of up to $200 for a possible maximum total of $700 in aggregate principal amount. These increased commitments are subject to certain conditions and therefore may not be available to us. The 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. As of March 31, 2020, outstanding borrowings under the Revolving Credit Agreement were €350 euro ($384.5 as of March 31, 2020) with a weighted average interest rate of 1.1% and varying maturity dates all within six months or less. On April 3, 2020, we borrowed an additional €109 euros (approximately $118) with a weighted average interest rate of 1.1% that matures in six months, for total borrowings of approximately $500. The provisions of the Revolving Credit Agreement require that we maintain an interest coverage ratio, as defined therein, of at least 3.0 and a leverage ratio, as defined therein, of not more than 3.0. In the event of a ratings downgrade of the Company to a level below investment grade, the direct and indirect significant U.S. subsidiaries of the Company would be required to guarantee the obligations under the Revolving Credit Agreement. The Revolving Credit Agreement matures in November 2022.

On April 29, 2020, we entered into two 364-day revolving credit agreements totaling $200 (the Incremental Revolving Credit Agreements) which provide the Company with additional liquidity in excess of the Revolving Credit Agreement. The interest rate per annum is based on the LIBOR rate, adjusted for statutory reserve requirements, plus a margin of up to 1.55%. The provisions of the Incremental Revolving Credit Agreements mirror those of the Revolving Credit Agreement, including all covenants. In addition, the Incremental Revolving Credit Agreements did not violate any negative covenants associated with the existing Revolving Credit Agreement. There were no outstanding borrowings under the Incremental Revolving Credit Agreements as of the date of this Report.

As of March 31, 2020, our interest coverage ratio and leverage ratios associated with our revolving credit agreements were within the prescribed thresholds. Additionally, we currently expect to remain within the prescribed thresholds until maturity.

Commercial Paper

Due to the current COVID-19 pandemic outbreak, global commercial paper markets have been less available as an immediate source of liquidity. When available and economically feasible, we access the commercial paper market through programs in place in the U.S. and Europe to supplement cash flows generated internally and to provide additional short-term funding. As of March 31, 2020, we had no outstanding commercial paper borrowings.

See Note 14, Debt, to the Consolidated Condensed Financial Statements for further information.

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 from discontinued operations, for the three months ended March 31, 2020 and 2019.

For the Three Months Ended March 31	**2020**	2019
Operating activities	**$ 53.5**	$ 42.1
Investing activities	**(26.2)**	(28.8)
Financing activities	**212.0**	(21.0)
Foreign exchange	**(11.7)**	0.7
Total net cash provided by (used in) continuing operations	**227.6**	(7.0)
Net cash provided by (used in) discontinued operations	**0.2**	(0.4)
Net change in cash and cash equivalents	**$ 227.8**	$ (7.4)

Operating Activities

The increase in net cash provided by operating activities was driven by favorable working capital due to collections from customers and a reduction in incentive compensation payments. These items were partially offset by a decline in segment operating income of approximately $14, after adjustments for non-cash charges, such as depreciation and amortization, and as well as proceeds received in the prior year of $9 related to an intellectual property settlement.

As a result of the COVID-19 global pandemic, we may experience a negative impact to our working capital in future periods related to the challenging global economic environment. Collecting from customers will become increasingly difficult the longer the COVID-19 pandemic continues.

Investing Activities

The decrease in net cash used in investing activities was driven by a decline in capital expenditures of $7.0, partially offset by $4.7 in additional payments related to our 2019 acquisition of Rheinhütte.

As a result of the COVID-19 global pandemic, we have implemented various cost savings measures and as a result, we expect a reduction in capital expenditures of $35 in 2020.

Financing Activities

The increase in net cash from financing activities was driven by new borrowings under our Revolving Credit Agreement of $378.3, along with a decline in dividends paid of $13.0. These were partially offset by the repayments of $82.7 in Commercial Paper and an increase in repurchases of ITT common stock of $63.5.

Subsequent to the end of the first quarter of 2020, we borrowed approximately $118 against our Revolving Credit Agreement and entered into two 364-day revolving credit agreements totaling $200.

Discontinued Operations

The change in net cash from discontinued operations was primarily driven by tax-related reimbursements from a former subsidiary.

Asbestos

Based on the estimated undiscounted asbestos liability as of March 31, 2020 for claims filed or estimated to be filed over the next 10 years, we have estimated that we will be able to recover approximately 52% 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 10th year of our estimate, our insurance recoveries are currently projected to be approximately 30%. 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, 2020.

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 2032.

Although asbestos cash outflows can vary significantly from year to year, our current net cash outflows for defense and indemnity, net of tax benefits, are projected to average $10 to $20 over the next five years and increase to an average of approximately $35 to $45 per year over the remainder of the projection period as certain insurance coverage is exhausted. Net cash outflows for defense and indemnity, net of tax, averaged $20 over the past three annual periods. Total net asbestos cash outflows also include certain administrative costs, such as legal-related costs for insurance recovery strategies not included in the defense and indemnity projections.

In light of the variables and uncertainties inherent in the long-term projection of the Company’s asbestos exposures and potential recoveries, while 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 2030.

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 difficult 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, and backlog, some of which are calculated other than in accordance with accounting principles generally accepted in the United States of America (GAAP). 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. Some of these metrics, however, are not measures of financial performance under GAAP and should not be considered a substitute for measures determined in accordance with GAAP. We consider the following non-GAAP measures, to be key performance indicators, which may not be comparable to similarly titled measures reported by other companies.

- "Organic revenue" is defined as revenue, excluding the impacts of foreign currency fluctuations, acquisitions, and divestitures 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. Management believes that reporting organic revenue provides useful information to investors by facilitating easier comparisons of our revenue performance with prior and future periods and to our peers. A reconciliation of revenue to organic revenue for the three months ended March 31, 2020 is provided below.

Three Months Ended March 31	Motion Technologies	Industrial Process	Connect & Control Technologies	Eliminations	Total ITT
2020 Revenue	$ 297.9	$ 227.3	$ 138.7	$ (0.6)	$ 663.3
Acquisitions	—	(13.9)	(3.0)	—	(16.9)
Foreign currency translation	7.8	4.0	0.6	—	12.4
2020 Organic revenue	$ 305.7	$ 217.4	$ 136.3	$ (0.6)	$ 658.8
2019 Revenue	$ 315.2	$ 215.7	$ 165.0	$ (0.4)	$ 695.5
Organic (decline) growth	(9.5)	1.7	(28.7)	(0.2)	(36.7)
Percentage change	(3.0)%	0.8%	(17.4)%		(5.3)%

- "Adjusted operating income" and "Adjusted segment operating income" are defined as operating income, adjusted to exclude special items that include, but are not limited to, asbestos-related impacts, restructuring, realignment, certain asset impairment charges, certain acquisition-related impacts, and unusual or infrequent operating items. Special items represent significant charges or credits that impact current results, which management views as unrelated to the Company's ongoing operations and performance. "Adjusted operating margin" and "Adjusted segment operating margin" are defined as adjusted operating income or adjusted segment operating income divided by revenue. We believe that these financial measures are useful to investors and other users of our financial statements in evaluating ongoing operating profitability, as well as in evaluating operating performance in relation to our competitors.

A reconciliation of operating income to adjusted operating income for the three months ended March 31, 2020 and 2019 is provided below.

Three Months Ended March 31, 2020	Motion Technologies	Industrial Process	Connect & Control Technologies	Total Segment	Corporate	Total ITT
Operating income	$ 53.1	$ 8.9	$ 15.9	$ 77.9	$ 31.4	$ 109.3
Asbestos-related benefit, net	—	—	—	—	(40.7)	(40.7)
Asset impairment charges[(a)]	—	16.3	—	16.3	—	16.3
Restructuring costs	—	0.1	1.5	1.6	1.5	3.1
Acquisition-related expenses	—	0.3	0.1	0.4	—	0.4
Realignment costs and other	—	—	—	—	0.3	0.3
Adjusted operating income (loss)	$ 53.1	$ 25.6	$ 17.5	$ 96.2	$ (7.5)	$ 88.7
Adjusted operating margin	17.8%	11.3%	12.6%	14.5%		13.4%

Three Months Ended March 31, 2019	Motion Technologies	Industrial Process	Connect & Control Technologies	Total Segment	Corporate	Total ITT
Operating income	$ 60.9	$ 22.2	$ 27.4	$ 110.5	$ (19.9)	$ 90.6
Asbestos-related costs, net	—	—	—	—	12.6	12.6
Restructuring costs	0.7	0.3	0.1	1.1	—	1.1
Realignment costs and other[b]	—	0.5	0.3	0.8	(0.3)	0.5
Adjusted operating income (loss)	$ 61.6	$ 23.0	$ 27.8	$ 112.4	$ (7.6)	$ 104.8
Adjusted operating margin	19.5%	10.7%	16.8%	16.2%		15.1%

(a) Asset impairment charges in 2020 are related to a business within IP that primarily serves the global upstream oil and gas market.

(b) Realignment costs and other in 2019 include management reorganization costs at IP, costs associated with a resolved DOJ civil matter at CCT, and income associated with the sale of excess property at Corporate.

- “Adjusted income from continuing operations” is defined as income from continuing operations attributable to ITT Inc. adjusted to exclude special items that include, but are not limited to, asbestos-related impacts, restructuring, realignment, certain asset impairment charges, pension termination and settlement impacts, certain acquisition-related impacts, income tax settlements or adjustments, and unusual or infrequent items. Special items represent significant charges or credits, on an after-tax basis, that impact current results, which management views as unrelated to the Company’s ongoing operations and performance. The after-tax basis of each special item is determined using the jurisdictional tax rate of where the expense or benefit occurred. “Adjusted income from continuing operations per diluted share” (Adjusted EPS) is defined as adjusted income from continuing operations divided by diluted weighted average common shares outstanding. We believe that adjusted income from continuing operations and adjusted EPS are useful to investors and other users of our financial statements in evaluating ongoing operating profitability, as well as in evaluating operating performance in relation to our competitors.

A reconciliation of income from continuing operations to adjusted income from continuing operations, for the three months ended March 31, 2020 and 2019 is provided below.

For the Three Months Ended March 31	**2020**	2019
Income from continuing operations attributable to ITT Inc.	**$ 83.7**	$ 71.3
Net asbestos-related (benefit) costs, net of tax expense (benefit) of $8.9 and ($3.0), respectively	**(31.8)**	9.6
Asset impairment charges, net of tax benefit of $0.1 and $0.0, respectively[a]	**16.2**	—
Restructuring costs, net of tax benefit of $0.8, and $0.3, respectively	**2.3**	0.8
Acquisition-related costs, net of tax benefit of $0.0 and $0.0, respectively	**0.4**	—
Tax-related special items[b]	**(2.0)**	(1.1)
Realignment costs and other, net of tax benefit of $0.4 and $0.1, respectively[c]	**1.3**	0.4
Adjusted income from continuing operations	**$ 70.1**	$ 81.0
Income from continuing operations attributable to ITT Inc. per diluted share (EPS)	**$ 0.95**	$ 0.80
Adjusted EPS	**$ 0.80**	$ 0.91

(a) Asset impairment charges in 2020 are related to a business within IP that primarily serves the global upstream oil and gas market.

(b) Tax-related special items during the first quarter of 2020 relate to impacts from a valuation allowance. Tax-related special items during the first quarter of 2019 primarily relate to the release of a valuation allowance and excess tax benefits related to stock compensation, partially offset by tax expense on undistributed foreign earnings.

(c) Realignment costs and other during the first quarter of 2020 primarily relate to costs associated with the termination of U.S. Qualified pension plan at Corporate. Realignment costs and other during the first quarter of 2019 primarily relate to a management reorganization at IP.

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 of Financial Condition and Results of Operations in the 2019 Annual Report describes the critical accounting estimates that are used in the 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 2019 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 2019 Annual Report, other than those mentioned below.

Interest Rate Exposures

As of March 31, 2020, our outstanding variable rate debt was $384.5. We estimate that a hypothetical increase in interest rates of 100 basis points would result in approximately $4 of additional annual interest expense based on current borrowing levels.

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 (the 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 were 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. In addition, we have not experienced any material impact to our internal controls over financial reporting despite the fact that many of our employees are working remotely due to the COVID-19 pandemic. We are continually monitoring and assessing the COVID-19 situation on our internal controls to minimize the impact on their design and operating effectiveness.

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 asbestos and 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 19, 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

Subsidiaries of ITT, ITT LLC and Goulds Pumps LLC, are 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 their 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 LLC or Goulds Pumps LLC products as a source of asbestos exposure. In addition, a large majority of claims pending against the Company's subsidiaries 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's subsidiaries.

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 variables and uncertainties inherent in the long-term projection of the Company's asbestos exposures and potential recoveries. As of March 31, 2020, we have recorded an undiscounted asbestos-related liability for pending claims and unasserted claims estimated to be filed over the next 10 years of $804.8, including expected legal fees, and an associated asset of $420.8 which represents estimated recoveries from insurers, resulting in a net asbestos exposure of $384.0.

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 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 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 or remediation. These sites include instances where we have been identified as a potentially responsible party under federal and state environmental laws and regulations.

ITEM 1A. RISK FACTORS

Reference is made to the risk factors set forth in Part I, Item 1A, "Risk Factors," of our 2019 Annual Report, which are incorporated by reference herein. There have been no material changes with regard to the risk factors disclosed in such report, other than those noted below.

Our financial condition and results of operations may be adversely affected by the COVID-19 pandemic and the governmental and market reactions to COVID-19.

The recent pandemic outbreak of COVID-19 has surfaced in nearly all regions around the world. The COVID-19 pandemic and the resulting measures by federal, state and local governments to contain the outbreak have caused, and continue to cause, significant disruptions in our businesses and in global markets where we operate. These disruptions may have a material adverse effect on our financial condition and results of operations due to, among other potential events and circumstances, the occurrence of the following:

- partial or full closure of our offices or manufacturing facilities, either voluntarily or in response to government mandates, including as a result of an outbreak of COVID-19 that directly effects our workforce;

- lower production capacity and labor productivity due to employee illness, loss of key personnel, increased absenteeism, inability to travel, or the implementation of government mandated or voluntary preventative measures such as reductions in operating hours;
- reduced sales related to decreased customer demand and spending, order push-outs, order cancellations or unfavorable pricing dynamics;
- missed or late deliveries due to disruptions in our global supply chain, delayed supplier deliveries, or the inability to procure supplier inputs at reasonable prices or at all;
- delays in collections or an inability to collect on customer receivables;
- customer or supplier bankruptcy;
- liquidity challenges including an inability to pay suppliers and vendors;
- difficulty accessing capital markets;
- increasing indebtedness due to our need to increase borrowing to fund operations during a period of reduced revenue; and
- delays in capital investments or research and development.

At this time, we cannot predict the duration or magnitude of the COVID-19 pandemic, the various governmental containment measures or the resulting disruptions to our markets and our business. The longer the pandemic continues, the more likely that the foregoing risks will be realized and that other negative impacts on our business will occur, including some that we are not currently able to predict.

Our business is impacted by our customers' levels of capital investment and maintenance expenditures, particularly in the oil and gas, chemical, and mining markets.

Demand for certain industrial products and services depends on the level of capital investment and planned maintenance expenditures of our customers. Our customers' levels of capital expenditures depend, in turn, on general economic conditions, availability of credit, economic conditions within their respective industries and expectations of future market behavior. Additionally, volatility in commodity prices can negatively affect the level of these activities and can result in postponement of capital spending decisions or the delay or cancellation of existing orders. The ability of our customers to finance capital investment and maintenance may also be affected by factors independent of the conditions in their industries, such as the condition of global credit and capital markets.

The businesses of many of our customers, particularly those in the oil and gas, chemical, and mining industries, which represented approximately 10%, 9%, and 3%, respectively, of our 2019 revenue, are to varying degrees cyclical and have experienced, and may in the future experience, periodic downturns of varying severity. For example, the volatility of the oil and gas market has generally been dependent upon the prevailing view of future gas and oil prices, which are influenced by numerous supply and demand factors, including availability and cost of capital, global and domestic economic conditions, environmental regulations, policies of OPEC countries and Russia, and other factors. Recent actions by Saudi Arabia and Russia and the COVID-19 pandemic have caused a worldwide oversupply in oil and gas, resulting in significant reductions in oil and gas prices. Our customers in these industries, particularly those whose demand for our products and services is primarily profit-driven, historically have tended to delay large capital projects, including expensive maintenance and upgrades, during economic downturns. Additionally, fluctuating energy demand forecasts and commodity pricing and other macroeconomic factors may cause our customers to be more conservative in their capital planning, which could reduce demand for our products and services. Reduced demand for our products and services could result in the delay or cancellation of existing orders or lead to excess manufacturing capacity, which unfavorably impacts our absorption of fixed manufacturing costs. This reduced demand may also erode average selling prices in our industry. These factors could have a material adverse effect on our business, results of operations and financial condition.

Additionally, some of our customers may choose to postpone capital investment and maintenance, even during favorable conditions in their industries or markets, which could lead to the delay or cancellation of orders. Despite these favorable conditions, the general health of global credit and capital markets and our customers' ability to access such markets may significantly impact investments in large capital projects, as well as necessary maintenance and upgrades. In addition, the liquidity and financial position of our customers, which are typically directly linked to the economies in which they operate, could impact capital investment decisions and their ability to pay in full and/or on a timely basis. Any of these factors, whether individually or in the aggregate, could have a material adverse effect on our customers and, in turn, our business, results of operations and financial condition.

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

Purchases of equity securities by the issuer and affiliated purchasers

(IN MILLIONS, EXCEPT PER SHARE AMOUNTS) PERIOD	TOTAL NUMBER OF SHARES PURCHASED[1]	AVERAGE PRICE PAID PER SHARE[2]	TOTAL NUMBER OF SHARES PURCHASED AS PART OF PUBLICLY ANNOUNCED PLANS OR PROGRAMS[3]	MAXIMUM DOLLAR VALUE OF SHARES THAT MAY YET BE PURCHASED UNDER THE PLANS OR PROGRAMS[3]
1/1/2020 - 1/31/2020	—	$ —	—	$ 561.9
2/1/2020 - 2/29/2020	—	$ —	—	$ 561.9
3/1/2020 - 3/31/2020	1.9	$ 44.09	1.7	$ 488.7

(1) Includes shares purchased in settlement of employee tax withholding obligations due upon the vesting of RSUs and PSUs.

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

(3) On October 27, 2006 (the 2006 Plan), our Board of Directors approved a three-year, $1 billion share repurchase program, which it modified in 2008 to make the term indefinite. On October 30, 2019 (the 2019 Plan), the Board of Directors approved a new indefinite term $500 share repurchase program. During the first quarter of 2020, we completed the 2006 Plan and commenced repurchases under the 2019 Plan. We intend to utilize the program in a manner that 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.

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)). Section 13(r) requires an issuer to disclose in its annual or quarterly reports whether it or any of its affiliates have knowingly engaged in certain activities, transactions or dealings relating to Iran. Disclosure of such activities, transactions or dealings is required even when conducted outside the United States by non-U.S. persons in compliance with applicable law, and whether or not such activities are sanctionable under U.S. law.

In its 2012 Annual Report, ITT described its acquisition of all the shares of Joh. Heinr. Bornemann GmbH (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 by the Office of Foreign Assets Control (the General License). 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 €2.2 euros and €1.5 euros, respectively. Prior to its acquisition by ITT, Bornemann issued a performance bond to its Iranian customer in the amount of €1.3 euros (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 Bond in any subsequent periods through March 31, 2020, however, Bornemann did pay fees of approximately €3 thousand euros during the three months ended March 31, 2020 and approximately €11 thousand euros during 2019 to the German financial institution which is maintaining the Bond.

Amended and Restated By-laws

On April 29, 2020, the Board of Directors of the Company adopted Amended and Restated By-laws (the By-laws) to provide that meetings of the Company's shareholders may be conducted solely by means of remote communication, as permitted by the Indiana Business Corporation Law. The By-laws are effective immediately and supersede the previously existing Amended and Restated By-laws, which took effect on May 23, 2018.

The foregoing summary is qualified in its entirety by reference to the full text of the Bylaws, which is attached as Exhibit 3.2, and is incorporated herein by reference.

ITEM 6. EXHIBITS

EXHIBIT NUMBER	DESCRIPTION
(3.2)	Amended and Restated By-laws of ITT Inc., effective as of April 29, 2020
(10.1)*	Form of 2020 Performance Unit Award Agreement
(10.2)*	Form of 2020 Restricted Stock Unit Agreement
(10.3)*	Amendment to the ITT Consolidated Hourly Pension Plan, dated as of February 19, 2020
(10.4)*	ITT Deferred Compensation Plan for Non-Employee Directors, amended and restated as of December 31, 2019
(10.5)	Credit Agreement, dated as of April 29, 2020, between ITT Inc. and U.S. Bank National Association
(10.6)	Credit Agreement, dated as of April 29, 2020, between ITT Inc. and BNP Paribus
(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
(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
(32.1)	Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(32.2)	Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(101)	The following materials from ITT Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, formatted in Inline XBRL (Inline Extensible Business Reporting Language): (i) Consolidated Condensed Statements of Operations, (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, (vi) Notes to Consolidated Condensed Financial Statements, and (vii) Cover Page
(104)	The cover page from the Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, formatted in Inline XBRL (included in Exhibit 101).

* Management compensatory plan

SIGNATURE

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

ITT Inc.

(Registrant)

By: /s/ John Capela

John Capela

Chief Accounting Officer

(Principal Accounting Officer)

May 1, 2020

EXHIBIT 3.2

AMENDED AND RESTATED BY-LAWS
of
ITT INC.

1. SHAREHOLDERS.

1.1 *Place of Shareholders' Meetings*. All meetings of the shareholders of ITT Inc. (the "Corporation") shall be held at such place or places, within or outside the state of Indiana, as may be fixed by the Corporation's Board of Directors (the "Board," and each member thereof a "Director") from time to time or as shall be specified in the respective notices thereof. The Board may determine that the meeting shall not be held at any place, but may, instead, be held solely by means of remote communication as provided under the Indiana Business Corporation Law.

1.2 *Date and Time of Annual Meetings of Shareholders*. An annual meeting of shareholders shall be held at such date, time and place (within or outside the state of Indiana or by remote communication, as applicable) as shall be determined by the Board and designated in the notice thereof. Failure to hold an annual meeting of shareholders at such designated time shall not affect otherwise valid corporate acts or work as a forfeiture or dissolution of the Corporation.

1.3 *Annual Meetings of Shareholders*.

(a) At each annual meeting of shareholders, the shareholders shall elect the members of the Board for the succeeding term. At any such annual meeting any business properly brought before the meeting may be transacted.

(b) To be properly brought before an annual meeting of shareholders, business must be (i) specified in the notice of the meeting (or any supplement thereto) given by or at the direction of the Board, (ii) otherwise properly brought before the meeting by or at the direction of the Board or (iii) otherwise properly brought before the meeting by a shareholder in accordance with Section 1.6 of these By-laws.

1.4. *Special Meetings of Shareholders*.

(a) Except as otherwise expressly required by applicable law, special meetings of shareholders or of any class or series entitled to vote may be called for any purpose or purposes by the Chairman, by a majority vote of the entire Board or by the Secretary upon written request in accordance with the Corporation's Articles of Incorporation, as amended from time to time (the "Articles of Incorporation"), and these By-laws to be held at such date, time and place (within or outside the state of Indiana or by remote communication, as applicable) as shall be determined by the Board and designated in the notice thereof. Only such business as is specified in the notice of any special meeting of shareholders shall come before such meeting.

(b) A special meeting of shareholders shall be called by the Secretary at the written request or requests (each, a "Special Meeting Request" and, collectively, the "Special Meeting Requests") of shareholders who are shareholders of record having, as of the date on which such Special Meeting Request is delivered to the Secretary, an aggregate "net long position" (as defined in Article Fifth of the Articles of Incorporation) of at least 25% of the voting power of the outstanding shares of capital stock of the Corporation entitled to vote on the matter or matters to be brought before the

proposed special meeting of shareholders (the “Requisite Percentage”) if such Special Meeting Request complies with the requirements of Section 1.4(c) and all other applicable sections of the Articles of Incorporation and these By-laws. The Board shall determine in good faith whether all requirements set forth in these By-laws have been satisfied and such determination shall be binding on the Corporation and its shareholders.

(c) A Special Meeting Request must be delivered by hand or by registered United States mail or courier service, postage prepaid, to the attention of the Secretary. A Special Meeting Request to the Secretary shall be signed and dated by each shareholder of record (or a duly authorized agent of such shareholder) requesting the special meeting of shareholders (each, a “Requesting Shareholder”), shall comply with the shareholder notice and information requirements for annual meetings of shareholders set forth in Sections 1.6(b) through 1.6(d) and, if applicable, the shareholder notice and information requirements for nominations of a person or persons for election as Director(s) as set forth in Section 2.3(a) of these By-laws, and shall also include (i) a statement of the specific purpose or purposes of the special meeting, (ii) the matter(s) proposed to be acted on at the special meeting, (iii) the reasons for conducting such business at the special meeting, (iv) the text of any resolutions proposed for consideration, (v) an acknowledgment by the Requesting Shareholder(s) and the beneficial owners, if any, on whose behalf the Special Meeting Request(s) are being made that any reduction in the aggregate net long position of the Requesting Shareholder(s) below the Requisite Percentage following the delivery of the Special Meeting Request shall constitute a revocation of such Special Meeting Request, and (vi) documentary evidence that the Requesting Shareholders own the Requisite Percentage as of the date of such written request to the Secretary; provided, however, that, if the Requesting Shareholders are not the beneficial owners of the shares representing the Requisite Percentage, then to be valid, the Special Meeting Request(s) must also include documentary evidence (or, if not simultaneously provided with the Special Meeting Request(s), such documentary evidence must be delivered to the Secretary within 10 business days after the date on which the Special Meeting Request(s) are delivered to the Secretary) that the beneficial owners on whose behalf the Special Meeting Request(s) are made beneficially own the Requisite Percentage as of the date on which such Special Meeting Request(s) are delivered to the Secretary. In addition, the Requesting Shareholders and the beneficial owners, if any, on whose behalf the Special Meeting Request(s) are being made shall promptly provide any other information reasonably requested by the corporation.

(d) Notwithstanding the foregoing provisions of this Section 1.4, a special meeting of shareholders requested by shareholders shall not be held if (i) the Special Meeting Request does not comply with this Section 1.4, (ii) the Special Meeting Request relates to an item of business that is not a proper subject for shareholder action under applicable law, (iii) the Special Meeting Request is received by the Secretary during the period commencing 90 calendar days prior to the first anniversary of the date of the immediately preceding annual meeting of shareholders and ending on the date of the next annual meeting, (iv) an annual or special meeting of shareholders that included an identical or substantially similar item of business (“Similar Business”) was held not more than 120 calendar days before the Special Meeting Request was received by the Secretary, (v) the Board or the Chairman of the Board has called or calls for an annual or special meeting of shareholders to be held within 90 calendar days after the Special Meeting Request is received by the Secretary and the business to be conducted at such meeting includes Similar Business, or (vi) the Special Meeting Request was made in a manner that involved a violation of Regulation 14A under the Securities

Exchange Act of 1934, as amended (the "Exchange Act"), or other applicable law. For purposes of this Section 1.4(d), the nomination, election or removal of Directors shall be deemed to be Similar Business with respect to all items of business involving the nomination, election or removal of Directors, changing the size of the Board and filling vacancies and/or newly created directorships resulting from any increase in the authorized number of Directors. The Board shall determine in good faith whether the requirements set forth in this Section 1.4(d) have been satisfied.

(e) In determining whether a special meeting of shareholders has been requested by the record holders of shares representing in the aggregate at least the Requisite Percentage, multiple Special Meeting Requests delivered to the Secretary will be considered together only if (i) each Special Meeting Request identifies substantially the same purpose or purposes of the special meeting and substantially the same matters proposed to be acted on at the special meeting (in each case as determined in good faith by the Board), and (ii) such Special Meeting Requests have been dated and delivered to the Secretary within 60 days of the earliest dated Special Meeting Request. A Requesting Shareholder may revoke a Special Meeting Request at any time by written revocation delivered to the Secretary and if, following such revocation, there are outstanding un-revoked requests from Requesting Shareholders holding less than the Requisite Percentage, the Board may, in its discretion, cancel the special meeting of shareholders. If none of the Requesting Shareholders appears or sends a duly authorized agent to present the business to be presented for consideration that was specified in the Special Meeting Request, the corporation need not present such business for a vote at such special meeting of shareholders.

(f) Special meetings of shareholders shall be held at such date, time and place, or by remote communication, as applicable, as may be fixed by the Board in accordance with these By-laws; provided, however, that in the case of a special meeting requested by shareholders, the date of any such special meeting shall not be more than 90 calendar days after a Special Meeting Request that satisfies the requirements of this Section 1.4 (or, in the case of multiple Special Meeting requests, the last Special Meeting Request necessary to reach the Requisite Percentage) is received by the Secretary.

1.5. *Notice of Meetings of Shareholders*. Except as otherwise expressly required or permitted by applicable law, not less than 10 days nor more than 60 days before the date of every shareholders' meeting the Secretary shall give to each shareholder of record entitled to vote at such meeting written notice stating the date, time and place of the meeting, or the means of remote communication, if any, by which shareholders in person or by proxy may be considered to be present in person and vote at any such meeting, and, in the case of a special meeting of shareholders, the purpose or purposes for which the meeting is called and indication that notice is being issued by or at the direction of the person or persons calling the meeting. Except as provided in Section 1.7(d) of these By-laws or as otherwise expressly required by applicable law, notice of any adjourned meeting of shareholders need not be given if the time and place thereof (or the means of remote communication, if applicable) are announced at the meeting at which the adjournment is taken. Any notice, if mailed, shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to the shareholder at the address for notices to such shareholder as it appears on the records of the Corporation.

1.6. *Notice of Shareholder Proposals of Business*.

(a) For business to be properly brought before an annual meeting of shareholders by a shareholder, the shareholder must have given written notice thereof, either by personal delivery or by United States mail, postage prepaid, to the attention of the Secretary, received at the principal executive offices of the Corporation, not less than 90 calendar days nor more than 120 calendar days prior to the first anniversary of the date the Corporation's proxy statement was released to shareholders in connection with the previous year's annual meeting; provided, however, that in the event that no annual meeting was held in the previous year or the date of the annual meeting is changed by more than 30 days from the anniversary date of the previous year's annual meeting, notice by the shareholder must be so received (i) not earlier than 120 calendar days prior to such annual meeting and not later than 90 calendar days prior to such annual meeting or (ii) if later, within 10 calendar days following the date on which public announcement of the date of the meeting is first made. In no event shall the public announcement of an adjournment or postponement of a meeting commence a new time period, or extend any time period, for the giving of written notice.

(b) Any written notice given by a shareholder other than for the purposes of nominating persons for election as Directors shall set forth as to each matter the shareholder proposes to bring before the annual meeting of shareholders (i) a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting and, in the event that such business includes a proposal to amend either the Articles of Incorporation or these By-laws, the language of the proposed amendment, (ii) the name and address of the shareholder proposing such business and the beneficial owner, if any, on whose behalf the proposal is made, (iii) a representation that the shareholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business, (iv) any material interest of the shareholder, and the beneficial owner, if any, on whose behalf the proposal is made, in such business, (v) if the shareholder or beneficial owner, if any, intends or is part of a group that intends to (x) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal or (y) otherwise solicit proxies or votes from shareholders in support of such shareholder's proposal, a representation to that effect, (vi) any other information regarding each shareholder and beneficial owner, if any, on whose behalf the proposal is made required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the proposal, pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder, (vii) a description of any agreement, arrangement or understanding with respect to the proposal and/or the voting of shares of any class or series of stock of the Corporation between or among the shareholder giving the notice, the beneficial owner, if any, on whose behalf the proposal is made, any of their respective affiliates or associates and/or any others acting in concert with any of the foregoing (collectively, "Proponent Persons," which term, for purposes of Section 2.3(a) of these By-laws, shall include each nominee (and his or her respective affiliates or associates and/or any others acting in concert with such nominee) and shall be defined as if this clause (vii) had, in each case, replaced the word "proposal" with the word "nomination"); and (viii) a description of any agreement, arrangement or understanding (including without limitation any swap or other derivative or short position, profit interest, hedging transaction, borrowed or loaned shares, any contract to purchase or sell, acquisition or grant of any option, right or warrant to purchase or sell, or other instrument) to which

any Proponent Person is a party, the intent or effect of which may be (x) to transfer to or from any Proponent Person, in whole or in part, any of the economic consequences of ownership of any security of the Corporation, (y) to increase or decrease the voting power of any Proponent Person with respect to shares of any class or series of capital stock of the Corporation and/or (z) to provide any Proponent Person, directly or indirectly, with the opportunity to profit or share in any profit derived from, or to otherwise benefit economically from, or to mitigate any loss resulting from, the value (or any increase or decrease in the value) of any security of the Corporation.

(c) A shareholder providing notice of business proposed to be brought before a meeting (whether given pursuant to this Section 1.6 or Section 1.4 of these By-laws) shall update and supplement such notice from time to time to the extent necessary so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting and as of the date that is 15 calendar days prior to the meeting, or any adjournment or postponement thereof; such update and supplement shall be delivered in writing to the Secretary at the principal executive offices of the Corporation not later than five calendar days after the record date for the meeting (in the case of any update and supplement required to be made as of the record date), and not later than 10 calendar days prior to the date for the meeting or any adjournment or postponement thereof (in the case of any update and supplement required to be made as of 15 calendar days prior to the meeting or any adjournment or postponement thereof).

(d) The foregoing notice requirements shall be deemed satisfied by a shareholder if the shareholder has notified the Corporation of his or her intention to present a proposal at an annual meeting of shareholders and such shareholder's proposal has been included in a proxy statement that has been prepared by management of the Corporation to solicit proxies for such annual meeting; provided, however, that, if the shareholder does not appear or send a qualified representative to present such proposal at the annual meeting, the Corporation need not present such proposal for a vote at such meeting, notwithstanding that proxies in respect of such vote may have been received by the Corporation. No business shall be conducted at an annual meeting of shareholders except in accordance with this Section 1.6, and the chairman of any annual meeting of shareholders may refuse to permit any business to be brought before an annual meeting without compliance with the foregoing procedures or if the shareholder solicits proxies in support of such shareholder's proposal without such shareholder having made the representation required by clause (v) of Section 1.6(b).

1.7. *Quorum of Shareholders; Adjournments*.

(a) Unless otherwise expressly required by applicable law, at any meeting of shareholders, the presence in person (including by remote communication, if applicable) or by proxy of shareholders entitled to cast a majority of votes thereat shall constitute a quorum. Shares of the Corporation's stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in an election of the directors of such other corporation is held by the Corporation, shall neither be counted for the purpose of determining the presence of a quorum nor entitled to vote at any meeting of shareholders.

(b) At any meeting of shareholders at which a quorum shall be present, a majority of those present in person (including by remote communication, if applicable) or by proxy may adjourn the meeting from time to time without notice other than announcement at the meeting. In the absence of a quorum, the officer presiding thereat shall have power to adjourn the meeting from time to time until a quorum shall be present. Notice of any adjourned meeting other than announcement at the

meeting shall not be required to be given, except as provided in Section 1.7(d) below and except where expressly required by applicable law.

(c) At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting originally called, but only those shareholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof unless a new record date is fixed by the Board.

(d) If a new date, time and place of an adjourned meeting is not announced at the original meeting before adjournment, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given in the manner specified in Section 1.5 of these By-laws to each shareholder of record entitled to vote at the meeting.

1.8. *Chairman and Secretary of Meetings of Shareholders*. The Chairman or, in his or her absence, another officer of the Corporation designated by the Chairman, shall preside at meetings of the shareholders. The Secretary shall act as secretary of the meeting, or in the absence of the Secretary, an Assistant Secretary shall so act, or if neither is present, then the presiding officer may appoint a person to act as secretary of the meeting.

1.9. *Voting by Shareholders*.

(a) Except as otherwise expressly required by applicable law, at every meeting of shareholders each shareholder shall be entitled to the number of votes specified in the Articles of Incorporation, in person (including by remote communication, if applicable) or by proxy, for each share of stock standing in his or her name on the books of the Corporation on the date fixed pursuant to the provisions of Section 5.6 of these By-laws as the record date for the determination of the shareholders who shall be entitled to receive notice of and to vote at such meeting.

(b) When a quorum is present at any meeting of shareholders, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless an express provision of law or the Articles of Incorporation require a greater number of affirmative votes.

(c) Except as required by applicable law, the vote at any meeting of shareholders on any question need not be by ballot, unless so directed by the chairman of the meeting. On a vote by ballot, each ballot shall be signed by the shareholder voting, or by his or her proxy, if there be such proxy, and shall state the number of shares voted.

1.10. *Proxies*. Any shareholder entitled to vote at any meeting of shareholders may vote either in person (including by remote communication, if applicable) or by proxy. A shareholder may authorize a person or persons to act for the shareholder as proxy by (a) the shareholder or the shareholder’s designated officer, director, employee or agent executing a writing by signing it or by causing the shareholder’s signature or the signature of the designated officer, director, employee or agent of the shareholder to be affixed to the writing by any reasonable means, including by facsimile signature; (b) the shareholder transmitting or authorizing the transmission of an electronic submission which may be by any electronic means, including data and voice telephonic communications and computer network to (i) the person who will be the holder of the proxy; (ii) a proxy solicitation firm; or (iii) a proxy support service organization or similar agency authorized by the person who will be the holder of the proxy to receive the electronic submission, which

electronic submission must either contain or be accompanied by information from which it can be determined that the electronic submission was transmitted by or authorized by the shareholder; or (c) any other method allowed by law.

1.11. *Inspectors*.

(a) The election of Directors and any other vote by ballot at any meeting of shareholders shall be supervised by at least two inspectors. Such inspectors may be appointed by the Chairman before or at the meeting. If the Chairman shall not have so appointed such inspectors or if one or both inspectors so appointed shall refuse to serve or shall not be present, such appointment shall be made by the officer presiding at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability.

(b) The inspectors shall (i) ascertain the number of shares of the Corporation outstanding and the voting power of each, (ii) determine the shares represented at any meeting of shareholders and the validity of the proxies and ballots, (iii) count all proxies and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares represented at the meeting, and their count of all proxies and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties.

1.12. *List of Shareholders*.

(a) At least five business days before every meeting of shareholders, the Corporation shall cause to be prepared and made a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order by voting group, if any, and showing the address of each shareholder and the number of shares registered in the name of each shareholder.

(b) During ordinary business hours for a period of at least five business days prior to the meeting, such list shall be open to examination by any shareholder for any purpose germane to the meeting, either at the Corporation’s principal executive offices or a place identified in the meeting notice in the city where the meeting will be held.

(c) The list shall also be produced and kept at the time and place of the meeting, and it may be inspected during the meeting by any shareholder or the shareholder’s agent or attorney authorized in writing. In the event the meeting will be held solely by means of a remote communication, such list shall be open to examination by any shareholder at any time during the meeting on a reasonably accessible electronic network.

(d) The stock ledger shall be the only evidence as to which shareholders are entitled to examine the stock ledger, the list required by this Section 1.12 or the books of the Corporation, or to vote in person (including by remote communication, if applicable) or by proxy at any meeting of shareholders.

1.13. *Confidential Voting*.

(a) Proxies and ballots that identify the votes of specific shareholders shall be kept in confidence by the tabulators and the inspectors of election unless (i) there is an opposing solicitation with respect to the election or removal of Directors, (ii) disclosure is required by applicable law, (iii) a shareholder expressly requests or otherwise authorizes disclosure, or (iv) the Corporation concludes

in good faith that a bona fide dispute exists as to the authenticity of one or more proxies, ballots or votes, or as to the accuracy of any tabulation of such proxies, ballots or votes.

(b) The tabulators and inspectors of election and any authorized agents or other persons engaged in the receipt, count and tabulation of proxies and ballots shall be advised of this By-law and instructed to comply herewith.

(c) The inspectors of election shall certify, to the best of their knowledge based on due inquiry, that proxies and ballots have been kept in confidence as required by this Section 1.13.

2. DIRECTORS.

2.1. *Powers of Directors*. The business and affairs of the Corporation shall be managed by or under the direction of the Board, which may exercise all the powers of the Corporation except those powers that are, by applicable law, the Articles of Incorporation or these By-laws, required to be exercised or performed by the shareholders.

2.2. *Number of Directors and Terms of Office*. The number of Directors which shall constitute the whole Board shall be such as from time to time shall be determined by resolution adopted by a majority of the entire Board, but the number shall not be less than three nor more than 25, provided that the tenure of a Director shall not be affected by any decrease in the number of Directors so made by the Board. Each Director shall hold office until the next annual meeting of shareholders and until his or her successor is elected and qualified or until his or her earlier death, retirement, resignation or removal. Directors need not be shareholders of the Corporation or citizens of the United States of America.

2.3. *Nomination and Method of Election of Director Candidates.*

(a) Nominations of persons for election as Directors may be made by the Board or by any shareholder who is a shareholder of record at the time of giving of the notice of nomination provided for in this Section 2.3 and who is entitled to vote for the election of Directors. Any shareholder of record entitled to vote for the election of Directors at a meeting may nominate a person or persons for election as Directors only if written notice of such shareholder's intent to make such nomination is given in accordance with the procedures for bringing business before the meeting set forth in Section 1.6 of these By-laws, either by personal delivery or by United States mail, postage prepaid, to the attention of the Secretary, received at the principal executive offices of the Corporation (i) with respect to an election to be held at an annual meeting of shareholders, not less than 90 calendar days nor more than 120 calendar days prior to the first anniversary of the date the Corporation's proxy statement was released to shareholders in connection with the previous year's annual meeting; provided, however, that in the event that no annual meeting was held in the previous year or the date of the annual meeting is changed by more than 30 days from the anniversary date of the previous year's annual meeting, notice by the shareholder must be so received (x) not earlier than 120 calendar days prior to such annual meeting and not later than 90 calendar days prior to such annual meeting or (y) if later, within 10 calendar days following the date on which public announcement of the date of the meeting is first made, and (ii) with respect to an election to be held at a special meeting of shareholders for the election of Directors, (x) not earlier than 120 calendar days prior to such special meeting and not later than 90 calendar days prior to

such special meeting or (y) if later, within 10 calendar days following the date on which public announcement of the date of such special meeting and of the nominees to be elected at such meeting is first made. In no event shall the public announcement of an adjournment or postponement of a meeting commence a new time period, or extend any time period, for the giving of written notice with respect to the nomination of Director candidates. Any notice by a shareholder providing a nomination of a person or persons for election as Directors shall set forth: (i) the name and address of the shareholder who intends to make the nomination and the beneficial owner, if any, on whose behalf the nomination is made, and of the person or persons to be nominated; (ii) a representation that the shareholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; (iii) a description of all arrangements or understandings between the shareholder, any beneficial owner on whose behalf the nomination is made and each nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by the shareholder; (iv) any other information regarding each shareholder and beneficial owner, if any, on whose behalf the nomination is made and nominee proposed by such shareholder as would have been required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the proposal, pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder; (v) the consent of each nominee to serve as a Director if so elected; (vi) if the shareholder or beneficial owner, if any, intends or is part of a group that intends to (x) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to elect the nominee or (y) otherwise solicit proxies or votes from shareholders in support of such shareholder's nominee(s), a representation to that effect; (vii) a description of any agreement, arrangement or understanding with respect to the nomination and/or the voting of shares of any class or series of stock of the Corporation between or among the Proponent Persons; and (viii) a description of any agreement, arrangement or understanding (including without limitation any swap or other derivative or short position, profits interest, hedging transaction, borrowed or loaned shares, any contract to purchase or sell, acquisition or grant of any option, right or warrant to purchase or sell or other instrument) to which any Proponent Person is a party, the intent or effect of which may be (x) to transfer to or from any Proponent Person, in whole or in part, any of the economic consequences of ownership of any security of the Corporation, (y) to increase or decrease the voting power of any Proponent Person with respect to shares of any class or series of capital stock of the Corporation and/or (z) to provide any Proponent Person, directly or indirectly, with the opportunity to profit or share in any profit derived from, or to otherwise benefit economically from, or to mitigate any loss resulting from, the value (or any increase or decrease in the value) of any security of the Corporation. A shareholder providing notice of a proposed nomination (whether given pursuant to this Section 2.3(a) or Sections 1.4 or 2.4 of these By-laws) shall update and supplement such notice from time to time to the extent necessary so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting and as of the date that is 15 calendar days prior to the meeting, or any adjournment or postponement thereof; such update and supplement shall be delivered in writing to the Secretary at the principal executive offices of the Corporation not later than five calendar days after the record date for the meeting (in the case of any update and supplement required to be made as of the record date), and not later than 10 calendar days prior to the date for the meeting or any adjournment or postponement thereof (in the case of any update and supplement required to be

made as of 15 calendar days prior to the meeting or any adjournment or postponement thereof).The chairman of any meeting of shareholders to elect Directors and the Board may refuse to acknowledge the nomination of any person not made in compliance with the foregoing procedures or if the shareholder solicits proxies in support of such shareholder's nominee(s) without such shareholder having made the representation required by Section 2.3(a)(vi). The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation.

(b) In an uncontested election (*i.e.*, any election in which the number of nominees does not exceed the number of Directors to be elected), Directors shall be elected by a majority of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. Notwithstanding the foregoing, in the event of a contested election of directors (*i.e.*, any election where the number of nominees exceeds the number of directors to be elected), Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. Any Director nominee who does not receive the requisite votes shall not be elected.

(c) Any Director nominee who fails to be elected but who is a Director at the time of the election shall promptly provide his or her written resignation to the Chairman or the Secretary and remain a Director until a successor shall have been elected and qualified (a "Holdover Director"). The Nominating and Governance Committee (or the equivalent committee then in existence) shall promptly consider the resignation and all relevant facts and circumstances concerning the vote and the best interests of the Corporation and its shareholders. After such consideration, the Nominating and Governance Committee shall make a recommendation to the Board whether to accept or reject the tendered resignation, or whether other action should be taken. The Board will act on the Nominating and Governance Committee's recommendation no later than its next regularly scheduled Board meeting or within 90 days after certification of the shareholder vote, whichever is earlier. The Board will promptly publicly disclose its decision (by a press release, a filing with the Securities and Exchange Commission (the "Commission") or another broadly disseminated means of communication) and shall state therein the reasons for its decision. Any Holdover Director who tenders his or her resignation shall not participate in the Nominating and Governance Committee's recommendation or Board action regarding whether to accept the resignation offer. If a Holdover Director's resignation is not accepted, such Holdover Director shall continue to serve until his or her successor is duly elected and qualified or his or her earlier resignation or removal. If a Holdover Director's resignation is accepted, then the Board may fill the resulting vacancy, or decrease the size of the Board, pursuant to the provisions of these By-laws.

(d) If each member of the Nominating and Governance Committee receives less than a majority of the votes cast at the same election, then the Board shall appoint a committee composed of three independent Directors (with an independent Director being a Director that has been determined by the Board to be "independent" under such criteria as it deems applicable, including, without limitation, applicable New York Stock Exchange rules and regulations and other applicable law) who received more than a majority of the votes cast to consider the resignation offers and recommend to the Board whether to accept the offers. However, if there are fewer than three independent Directors who receive a majority or more of the votes cast in the same election then the Board will promptly consider the resignation and all relevant facts and circumstances concerning the vote and the best interests of the Corporation and its shareholders and act no later than its next

regularly scheduled Board meeting or within 90 days after certification of the shareholder vote, whichever is earlier. If all Directors receive less than a majority of the votes cast at the same election, the election shall be treated as a contested election and the majority vote requirement shall be inapplicable.

2.4. *Proxy Access for Director Nominations.* Whenever the Board solicits proxies with respect to an annual meeting of shareholders, the Corporation shall include in its proxy statement the name, together with the Required Information (as defined in Section 2.4(a)), of any Shareholder Nominee (as defined in Section 2.4(a)) identified in a notice that is submitted within the time period and in the manner specified in Section 2.4(a) for notices of nominations under this Section 2.4 (the "Notice of Proxy Access Nomination") and is delivered by a shareholder (or group of shareholders) who at the time the request is delivered satisfies, or is acting on behalf of persons who satisfy, the ownership and other requirements of this Section 2.4 (such shareholder or group of shareholders, and any person on whose behalf they are acting, the "Eligible Shareholder"), and who expressly elects at the time of providing the Notice of Proxy Access Nomination to have its nominee included in the Corporation's proxy materials pursuant to this Section 2.4.

(a) For purposes of this Section 2.4, a "Shareholder Nominee" shall mean a person properly nominated for director by an Eligible Shareholder in accordance with this Section 2.4. The "Required Information" that the Corporation will include in its proxy statement is (i) the information concerning the Shareholder Nominee and the Eligible Shareholder that, as determined by the Corporation, would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies of proxies for the proposal pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder, and (ii) if the Eligible Shareholder so elects, a Statement (as defined in Section 2.4(g)). To be timely, an Eligible Shareholder's Notice of Proxy Access Nomination must be delivered in writing, either by personal delivery or by United States mail, postage prepaid, to the attention of the Secretary, at the principal executive offices of the Corporation, not less than 120 calendar days nor more than 150 calendar days prior to the first anniversary of the date the Corporation's proxy statement was released to shareholders in connection with the previous year's annual meeting (the last day on which such a nomination may be so delivered, the "Final Proxy Access Nomination Date"); provided, however, that in the event that no annual meeting was held in the previous year or the date of the annual meeting is changed by more than 30 days from the anniversary date of the previous year's annual meeting, the Eligible Shareholder must deliver the Notice of Proxy Access Nomination (x) not earlier than 150 calendar days prior to such annual meeting and not later than 120 calendar days prior to such annual meeting or (y) if later, within 10 calendar days following the date on which public announcement of the date of meeting is first made. In no event shall the public announcement of an adjournment or postponement of a meeting commence a new time period, or extend any time period, for the delivery of a Notice of Proxy Access Nomination by an Eligible Shareholder under this Section 2.4.

(b) The Corporation shall not be required to include a Shareholder Nominee in its proxy materials for any annual meeting of shareholders for which (i) the Secretary receives a notice that the Eligible Shareholder has nominated a person for election to the Board pursuant to the notice requirements set forth in Section 2.3 and (ii) the Eligible Shareholder does not expressly elect at the time of providing such notice to have its nominee included in the Corporation's proxy materials pursuant to this Section 2.4.

(c) The maximum number of Shareholder Nominees (the "Permitted Number") that may be included in the Corporation's proxy materials pursuant to this Section 2.4 shall not exceed the greater of two or 20% of the number of Directors serving on the Board as of the Final Proxy Access Nomination Date (or if such amount is not a whole number, rounded down to the nearest whole number). The following persons shall be considered Shareholder Nominees for purposes of determining when the Permitted Number of Shareholder Nominees provided for in this Section 2.4 has been reached: (1) any Shareholder Nominee that was submitted by an Eligible Shareholder for inclusion in the Corporation's proxy materials pursuant to this Section 2.4 whom the Board decides to nominate as a director (a "Board Nominee"), (2) any Shareholder Nominee whose nomination is subsequently withdrawn and (3) any Director who had been a Shareholder Nominee at any of the preceding three annual meetings and whose reelection at the upcoming annual meeting of shareholders is being recommended by the Board. The Permitted Number shall be reduced by the number of director candidates for which the Corporation shall have received one or more valid notices that a shareholder (other than an Eligible Shareholder) intends to nominate director candidates at such annual meeting of shareholders pursuant to Section 2.3; provided, further, that in the event that (i) one or more vacancies for any reason occurs on the Board at any time after Final Proxy Access Nomination Date and before the annual meeting date and (ii) the Board resolves to reduce the size of the Board in connection therewith, the Permitted Number shall be calculated based on the number of Directors in office as so reduced. In the event that the number of Shareholder Nominees submitted by Eligible Shareholders pursuant to this Section 2.4 exceeds the Permitted Number, each Eligible Shareholder shall select one Shareholder Nominee for inclusion in the Corporation's proxy materials until the Permitted Number is reached, going in the order of the amount (largest to smallest) of shares of the Corporation's stock owned by each Eligible Shareholder as disclosed in the Notice of Proxy Access Nomination. If the Permitted Number is not reached after each Eligible Shareholder has selected one Shareholder Nominee, this selection process shall continue as many times as necessary, following the same order each time, until the Permitted Number is reached. Notwithstanding anything to the contrary contained in this Section 2.4, if the Corporation receives notice pursuant to Section 2.3 of these By-laws that a shareholder intends to nominate for election at an annual meeting of shareholders any number of nominees, no Shareholder Nominees will be included in the Corporation's proxy materials with respect to such annual meeting pursuant to this Section 2.4.

(d) To be an Eligible Shareholder, the shareholder (or group of shareholders) must (i) have owned (as defined in Section 2.4(e)) continuously for at least three years a number of shares consisting of 3% or more of the Corporation's outstanding capital stock measured as of the date the Notice of Proxy Access Nomination is received by the Corporation in accordance with this Section 2.4 (the "Required Shares"), (ii) continues to own the Required Shares as of the record date for determining shareholders entitled to vote at the annual meeting of shareholders and (iii) continue to own the Required Shares through the date of the annual meeting of shareholders for which the Shareholder Nominee is being proposed. For purposes of satisfying the foregoing ownership requirement under this Section 2.4, the shares of capital stock owned by one or more shareholders, or by the person or persons who own shares of the Corporation's capital stock and on whose behalf any shareholder is acting, may be aggregated, provided that the number of shareholders and other persons whose ownership of shares is aggregated for such purpose shall not exceed 20. If two or more funds are

under common management and investment control, they shall be treated as one owner for the purpose of determining the aggregate number of shareholders in this paragraph.

(e) For purposes of this Section 2.4, an Eligible Shareholder shall be deemed to "own" only those outstanding shares of the Corporation's capital stock as to which the shareholder possesses both (i) the full voting and investment rights pertaining to the shares and (ii) the full economic interest in (including the opportunity for profit and risk of loss on) such shares; provided that the number of shares calculated in accordance with clauses (i) and (ii) shall not include any shares (x) sold by such Eligible Shareholder or any of its affiliates in any transaction that has not been settled or closed, (y) borrowed by such Eligible Shareholder or any of its affiliates for any purposes or purchased by such Eligible Shareholder or any of its affiliates pursuant to an agreement to resell or (z) subject to any option, warrant, forward contract, swap, contract of sale, other derivative or similar agreement entered into by such shareholder or any of its affiliates, whether any such instrument or agreement is to be settled with shares or with cash based on the notional amount or value of outstanding shares of the Corporation's capital stock, in any such case which instrument or agreement has, or is intended to have, the purpose or effect of (1) reducing in any manner, to any extent or at any time in the future, such shareholder's or affiliates' full right to vote or direct the voting of any such shares, and/or (2) hedging, offsetting or altering to any degree gain or loss arising from the full economic ownership of such shares by such shareholder or affiliate. An Eligible Shareholder shall "own" shares held in the name of a nominee or other intermediary so long as the shareholder retains the right to instruct how the shares are voted with respect to the election of Directors and possesses the full economic interest in the shares. A person's ownership of shares shall be deemed to continue during any period in which (i) the person has loaned such shares, provided that the person has the power to recall such loaned shares on no more than three business days' notice, the person recalls such loaned shares within three business days of being notified that any of its Shareholder Nominees will be included in the proxy materials, and the person continues to hold such shares for one year following the annual meeting of shareholders; or (ii) the person has delegated any voting power by means of a proxy, power of attorney or other instrument or arrangement that is revocable at any time by the person. Whether outstanding shares of the Corporation's capital stock are "owned" for these purposes shall be determined by the Board, which determination shall be conclusive and binding on the Corporation and its shareholders. For purposes of this Section 2.4, the term "affiliate" shall have the meaning ascribed thereto in the regulations promulgated under the Exchange Act.

(f) The Eligible Shareholder (including each member of a group of persons that is an Eligible Shareholder) must provide with its timely Notice of Proxy Access Nomination the following information in writing to the Secretary (in addition to the information required to be provided by Section 2.3(a) of these By-laws): (i) documentation satisfactory to the Corporation, including one or more written statements from the record holder of the shares (and from each intermediary through which the shares are or have been held during the requisite three-year holding period), verifying that, as of a date within seven calendar days prior to the date the Notice of Proxy Access Nomination is received by the Corporation, the Eligible Shareholder owns, and has owned continuously for the preceding three years, the Required Shares, as well as the Eligible Shareholder's agreement to provide, (A) within five business days after the record date for the annual meeting of shareholders, written statements from the record holder and any intermediaries verifying the Eligible Shareholder's continuous ownership of the Required Shares through the

record date, and (B) immediate notice if the Eligible Shareholder ceases to own any of the Required Shares prior to the date of the applicable annual meeting of shareholders, (ii) documentation satisfactory to the Corporation demonstrating that a group of funds treated as one shareholder for purposes of this Section 2.4 are under common management and investment control, (iii) the written consent of each Shareholder Nominee to be named in the proxy statement as a nominee to serve as a director, if elected, (iv) a copy of the Schedule 14N that has been filed with the Commission as required by Rule 14a-18 under the Exchange Act, (v) in the case of a nomination by an Eligible Shareholder comprised of a group of shareholders, the designation by all group members of one such member that is authorized to act on behalf of all members of the group with respect to the nomination and all matters related thereto, including withdrawal of the nomination, (vi) representations that the Eligible Shareholder (including each member of any group of shareholders that together is an Eligible Shareholder hereunder) (A) acquired the Required Shares in the ordinary course of business and not with the intent to change or influence control at the Corporation, and does not presently have such intent, (B) has not nominated and will not nominate for election to the Board at the annual meeting of shareholders any person other than a Shareholder Nominee being nominated pursuant to this Section 2.4 (including, with respect to each member of a group of shareholders that together is an Eligible Shareholder, that such member is not a member of more than one group of persons seeking to make a nomination to such annual meeting under this Section 2.4), (C) has not engaged and will not engage in, and has not and will not be a "participant" in, another person's "solicitation" within the meaning of Rule 14a-1(l) under the Exchange Act in support of the election of any individual as a Director at the annual meeting of shareholders other than its Shareholder Nominee or a Board Nominee, (D) will not distribute to any shareholder any form of proxy for the annual meeting of shareholders other than the form distributed by the Corporation, (E) intends to continue to own the Required Shares through the date of the annual meeting of shareholders and for at least one year following such annual meeting, (F) will provide facts, statements and other information in all communications with the Corporation and its shareholders that are or will be true and correct in all material respects and do not and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, (G) is not and will not become party to (y) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a Director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (z) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a Director of the Corporation, with such person's fiduciary duties under applicable law, and (H) is not and will not become a party to any compensatory, payment or other financial agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a Director that has not been disclosed to the Corporation, and (vii) an undertaking that the Eligible Shareholder agrees to (A) assume all liability stemming from any legal or regulatory violation arising out of the Eligible Shareholder's communications with the Corporation's shareholders or out of the information that the Eligible Shareholder provided to the Corporation, (B) indemnify and hold harmless the Corporation and each of its Directors, officers and employees individually against any liability, loss or damages in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the Corporation or any of its Directors, officers or employees arising out of any nomination submitted

by the Eligible Shareholder pursuant to this Section 2.4, (C) file with the Commission all soliciting and other materials as required under Section 2.4(k), and (D) comply with all other applicable laws, rules, regulations and listing standards with respect to any solicitation in connection with the annual meeting of shareholders. The inspectors of election shall not give effect to the Eligible Shareholder's votes with respect to the election of Directors if the Eligible Shareholder does not comply with each of the representations in clause (iii) above.

(g) The Eligible Shareholder may provide to the Secretary, no later than the Final Proxy Access Nomination Date, a written statement for inclusion in the Corporation's proxy statement for the annual meeting of shareholders, not to exceed 500 words, in support of a Shareholder Nominee's candidacy (the "Statement"). Notwithstanding anything to the contrary contained in this Section 2.4, the Corporation may omit from its proxy materials any information or Statement that it believes would violate any applicable law, rule, regulation or listing standard, or any information or statement (or portion thereof) that it believes is untrue in any material respect (or omits to state a material fact necessary in order to make the statements made, in light of the circumstances, not misleading).

(h) Within the time period specified in this Section 2.4 to provide a Notice of Proxy Access Nomination, a Shareholder Nominee must deliver to the Secretary a written representation and agreement that such person (i) is not and will not become a party to any Voting Commitment that has not been disclosed to the Corporation, (ii) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with his or her candidacy for the Board or his or her service or action as a Director that has not been disclosed to the Corporation, and (iii) will comply with applicable law and listing standards, all of the Corporation's corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines, and any other policies and guidelines applicable to Directors. At the request of the Corporation, the Shareholder Nominee must submit all completed and signed questionnaires required of the Corporation's Directors and officers. The Corporation may also require any Shareholder Nominee to furnish such other information as may reasonably be required by the Corporation as necessary to permit the Board to determine whether each Shareholder Nominee (A) is independent under applicable law, applicable listing standards, any applicable rules or regulations of the Commission and any publicly disclosed standards used by the Board in determining and disclosing the independence of the Corporation's Directors (the "Applicable Independence Standards"), (B) has any direct or indirect relationship with the Corporation other than any relationship that the Corporation's Corporate Governance Principles deems to be categorically immaterial and (C) is or has been subject to any event specified in Item 401(f) of Regulation S-K or any order of the type specified in Rule 506(d) of Regulation D under the Securities Act. The Corporation may also require any Shareholder Nominee to furnish such other information that the Corporation reasonably believes could be material to a reasonable shareholder's understanding of (i) the independence, or lack thereof, of such Shareholder Nominee and (2) the qualifications or eligibility of such Shareholder Nominee to serve as a director of the Corporation. In the event that any information or communications provided by the Eligible Shareholder or Shareholder Nominee to the Corporation or its shareholders ceases to be true and correct in any respect, or omits a fact necessary to make the statements made, in light of the circumstances under which they are made, not misleading, each Eligible Shareholder or Shareholder

Nominee, as the case may be, shall promptly notify the Secretary of any such inaccuracy or omission and of the information that is required to make such information true and correct. If the Board determines that the Shareholder Nominee is not independent under any of these standards, the Shareholder Nominee will not be eligible for inclusion in the Corporation's proxy materials.

(i) The Corporation shall not be required to include, pursuant to this Section 2.4, a Shareholder Nominee in its proxy materials (or, if the proxy statement has already been filed, to allow the nomination of a Shareholder Nominee, notwithstanding that proxies in respect of such vote may have been received by the Corporation) (i) for any annual meeting of shareholders for which the Secretary receives a notice that the Eligible Shareholder or any other shareholder has nominated a person for election to the Board pursuant to the requirements of Section 2.3 of these By-laws and does not expressly elect at the time of providing such notice to have its nominee included in the Corporation's proxy materials pursuant to this Section 2.4, (ii) if the Eligible Shareholder who has nominated such Shareholder Nominee has engaged in or is currently engaged in, or has been or is a "participant" in another person's "solicitation" within the meaning of Rule 14a-1(l) of the Exchange Act in support of the election of any individual as a Director at the annual meeting of shareholders other than its Shareholder Nominee or a Board Nominee, (iii) if the Shareholder Nominee is or becomes a party to any compensatory, payment or other financial agreement, arrangement or understanding with any person or entity other than the Corporation, or is receiving or will receive any such compensation or other payment from any person or entity other than the Corporation, in each case in connection with service as a Director of the Corporation that has not been disclosed to the Corporation, (iv) who is not independent under the Applicable Independence Standards, as determined by the Board, (v) whose election as a member of the Board would cause the Corporation to be in violation of these By-laws, the Corporation's Articles of Incorporation, applicable New York Stock Exchange rules and regulations, or any applicable state or federal law, rule or regulation, (vi) who is or has been, within the past three years, a director or officer of a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914, (vii) whose then-current or within the preceding 10 years' business or personal interests place such Shareholder Nominee in a conflict of interest with the Corporation or any of its subsidiaries that would cause such Shareholder Nominee to violate any fiduciary duties of Directors established pursuant to the Indiana Business Corporation Law, including but not limited to, the duty of loyalty and duty of care, as determined by the Board; (viii) who is a named subject of a pending criminal proceeding (excluding minor traffic violations and other minor offenses) or has been convicted in such a criminal proceeding within the past ten years, (ix) who is subject to any order of the type specified in Rule 506(d) of Regulation D promulgated under the Securities Act of 1933, as amended, (x) if such Shareholder Nominee or the applicable Eligible Shareholder shall have provided information to the Corporation in respect to such nomination that was untrue in any material respect or omitted to state a material fact necessary in order to make the statement made, in light of the circumstances under which they were made, not misleading, as determined by the Board, or (xi) if the Eligible Shareholder or applicable Shareholder Nominee otherwise contravenes any of the agreements or representations made by such Eligible Shareholder or Shareholder Nominee or fails to comply with its obligations pursuant to Section 2.3 of these By-laws or this Section 2.4.

(j) Notwithstanding anything to the contrary set forth herein, the Board or the person presiding at the annual meeting of shareholders shall declare a nomination by an Eligible Shareholder to be invalid, and such nomination shall be disregarded notwithstanding that proxies in respect of such

vote may have been received by the Corporation, if (i) the Shareholder Nominee and/or the applicable Eligible Shareholder shall have breached its or their obligations, agreements or representations under Section 2.3 of these By-laws or this Section 2.4, as determined by the Board or the person presiding at the annual meeting of shareholders, or (ii) the Eligible Shareholder (or a qualified representative thereof) does not appear at the annual meeting of shareholders to present any nomination pursuant to this Section 2.4.

(k) The Eligible Shareholder (including any person who owns shares that constitute part of the Eligible Shareholder's ownership for purposes of satisfying Section 2.4(d)) shall file with the Commission any solicitation or other communication with the Corporation's shareholders relating to the annual meeting of shareholders at which the Shareholder Nominee will be nominated, regardless of whether any such filing is required under the proxy rules of the Commission or whether any exemption from filing is available for such solicitation or other communication under the proxy rules of the Commission.

(l) With respect to any one particular annual meeting of shareholders, no person may be a member of more than one group of persons constituting an Eligible Shareholder under this Section 2.4.

(m) Any Shareholder Nominee who is included in the Corporation's proxy materials for a particular annual meeting of shareholders but withdraws from or becomes ineligible or unavailable for election at such annual meeting shall be ineligible to be a Shareholder Nominee pursuant to this Section 2.4 for the next two annual meetings of shareholders following the annual meeting for which the Shareholder Nominee has been nominated for election.

(n) Notwithstanding the foregoing, an Eligible Shareholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 2.4. Nothing in this Section 2.4 shall be deemed to affect any rights of the holders of any series of preferred stock of the Corporation pursuant to any applicable provision of the Articles of Incorporation.

(o) The Board (and any other person or body authorized by the Board) shall have the power and authority to interpret this Section 2.4 and to make any and all determinations necessary or advisable to apply this Section 2.4 to any persons, facts or circumstances, including the power to determine (i) whether a person or group of persons qualifies as an Eligible Shareholder, (ii) whether outstanding shares of the Corporation's common stock are "owned" for purposes of meeting the ownership requirements of this Section 2.4, (iii) whether a Notice of Proxy Access Nomination complies with the requirements of this Section 2.4, (iv) whether a person satisfies the qualifications and requirements to be a Shareholder Nominee, (v) whether inclusion of the Required Information in the Corporation's proxy statement is consistent with all applicable laws, rules, regulations and listing standards and (vi) whether any and all requirements of Sections 2.3 and 2.4 have been satisfied. Any such interpretation or determination adopted in good faith by the Board (or any other person or body authorized by the Board) shall be conclusive and binding on all persons.

2.5. *Vacancies on Board.*

(a) Any Director may resign from office at any time by delivering his or her written resignation to the Chairman or the Secretary. The resignation will take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the Corporation. With the exception of a resignation submitted pursuant to Section 2.3(c) of these By-laws, which shall be governed by such section, the

acceptance of a resignation shall not be necessary to make it effective unless expressly so provided in the resignation.

(b) Any vacancy resulting from the death, retirement, resignation, or removal of a Director and any newly created Directorship resulting from any increase in the authorized number of Directors may be filled by vote of a majority of the Directors then in office, though less than a quorum, and any Director so chosen shall hold office until the next annual election of Directors by the shareholders and until a successor is duly elected and qualified or until his or her earlier death, retirement, resignation or removal. If there are no Directors in office, then an election of Directors may be held in the manner provided by applicable law.

2.6. *Meetings of the Board*.

(a) The Board may hold its meetings, both regular and special, either within or outside the state of Indiana, at such places as from time to time may be determined by the Board or as may be designated in the respective notices or waivers of notice thereof.

(b) Regular meetings of the Board shall be held at such times and at such places as from time to time shall be determined by the Board.

(c) The first meeting of each newly elected Board shall be held as soon as practicable after the annual meeting of shareholders and shall be for the election of officers and the transaction of such other business as may come before it.

(d) Special meetings of the Board shall be held whenever called by direction of the Chairman or at the request of Directors constituting one-third of the number of Directors then in office.

(e) Members of the Board or any committee of the Board may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.

(f) The Secretary shall give notice to each Director of any meeting of the Board by mailing the same at least two days before the meeting or by providing notice by telephone or through electronic transmission not later than the day before the meeting. Such notice need not include a statement of the business to be transacted at, or the purpose of, any such meeting. Any and all business may be transacted at any meeting of the Board. No notice of any adjourned meeting need be given. No notice to or waiver by any Director shall be required with respect to any meeting at which the Director is present.

2.7. *Quorum and Action*. Except as otherwise expressly required by applicable law, the Articles of Incorporation or these By-laws, at any meeting of the Board, the presence of at least one-third of the entire Board shall constitute a quorum for the transaction of business; but if there shall be less than a quorum at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. Unless otherwise provided by applicable law, the Articles of Incorporation or these By-laws, the vote of a majority of the Directors present (and not abstaining) at any meeting at which a quorum is present shall be necessary for the approval and adoption of any resolution or the approval of any act of the Board.

2.8. *Presiding Officer and Secretary of Meeting*. The Chairman or, in the absence of the Chairman, a member of the Board selected by the members present, shall preside at meetings of the Board. The

Secretary shall act as secretary of the meeting, but in the Secretary's absence the presiding officer may appoint a secretary of the meeting.

2.9. *Action by Consent without Meeting*. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing and the writing or writings are filed with the minutes of their proceedings.

2.10. *Standing Committees*.

(a) By resolution adopted by a majority of the entire Board, the Board may, from time to time, establish such standing committees (including, without limitation, an Audit Committee, a Compensation and Personnel Committee and a Nominating and Governance Committee) with such powers of the Board as it may consider appropriate, consistent with applicable law, the Articles of Incorporation and these By-laws and which are specified by resolution or by committee charter approved by a majority of the entire Board. By resolution adopted by a majority of the entire Board, the Board shall elect, from among its members, individuals to serve on such standing committees established pursuant to this Section 2.10.

(b) The Compensation and Personnel Committee shall exercise the power of oversight of the compensation and benefits of the employees of the Corporation, and shall be charged with evaluating management performance, and establishing executive compensation. This Committee shall have access to its own independent outside compensation counsel and shall consist of a majority of independent directors. For purposes of this Section 2.10(b), "independent director" shall mean a Director who: (i) has not been employed by the Corporation in an executive capacity within the past five years; (ii) is not, and is not affiliated with a company or firm that is, an advisor or consultant to the Corporation; (iii) is not affiliated with a significant customer or supplier of the Corporation; (iv) has no personal services contract(s) with the Corporation; (v) is not affiliated with a tax-exempt entity that receives significant contributions from the Corporation; and (vi) is not a familial relative of any person described by Clauses (i) through (v). This By-law shall not be amended or repealed except by a majority of the voting power of the shareholders present in person or by proxy and entitled to vote at any meeting at which a quorum is present.

2.11. *Other Committees*. By resolution passed by a majority of the entire Board, the Board may also appoint from among its members such other committees as it may from time to time deem desirable and may delegate to such committees such powers of the Board as it may consider appropriate, consistent with applicable law, the Articles of Incorporation and these By-laws. Except to the extent inconsistent with the resolutions creating a committee, Sections 2.4, 2.5, 2.7 and 10 of these By-laws, which govern meetings and telephone participation in meetings of the Board, quorum and voting requirements, action without meetings and notice and waiver of notice, respectively, shall apply to each committee (including any standing committee) and its members as well.

2.12. *Compensation of Directors*. Unless otherwise restricted by the Articles of Incorporation or these By-laws, Directors shall receive for their services on the Board or any committee thereof such compensation and benefits, including the granting of options, together with expenses, if any, as the Board may from time to time determine. The Directors may be paid a fixed sum for attendance at each meeting of the Board or committee thereof and/or a stated annual sum as a Director, together with expenses, if any, of attendance at each meeting of the Board or committee thereof. Nothing

herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

2.13. *Mandatory Classified Board Structure*. The provisions of IC 23-1-33-6(c) shall not apply to the Corporation.

3. OFFICERS.

3.1. *Officer, Titles, Elections, Terms*.

(a) The Board may from time to time elect a Chairman (who must be a Director), a Vice Chairman (who must be a Director), a Chief Executive Officer, a President, one or more Executive Vice Presidents, one or more Senior Vice Presidents, one or more Vice Presidents, a Chief Financial Officer, a General Counsel, a Chief Accounting Officer, a Controller, a Treasurer, a Secretary, one or more Deputy General Counsels, one or more Assistant Controllers, one or more Assistant Treasurers, and one or more Assistant Secretaries, to serve at the pleasure of the Board or otherwise as shall be specified by the Board at the time of such election and until their successors are elected and qualified or until their earlier death, retirement, resignation or removal. Any two or more offices may be held by the same person.

(b) The Board may elect or appoint at any time such other officers or agents with such duties as it may deem necessary or desirable. Such other officers or agents shall serve at the pleasure of the Board or otherwise as shall be specified by the Board at the time of such election or appointment and, in the case of such other officers, until their successors are elected and qualified or until their earlier death, retirement, resignation or removal. Each such officer or agent shall have such authority and shall perform such duties as may be provided herein or as the Board may prescribe. The Board may from time to time authorize any officer or agent to appoint and remove any other such officer or agent and to prescribe such person’s authority and duties.

(c) No person may be elected or appointed an officer who is not a citizen of the United States of America if such election or appointment is prohibited by applicable law or regulation.

(d) Any vacancy in any office may be filled for the unexpired portion of the term by the Board. Each officer elected or appointed during the year shall hold office until the next annual meeting of the Board at which officers are regularly elected or appointed and until his or her successor is elected or appointed and qualified or until his or her earlier death, retirement, resignation or removal.

(e) Any officer or agent elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the entire Board.

(f) Any officer may resign from office at any time. Such resignation shall be made in writing and given to the President or the Secretary. Any such resignation shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the Corporation. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

3.2. *General Powers of Officers*. Except as may be otherwise provided by applicable law or in Article 6 or Article 7 of these By-laws, the Chairman, any Vice Chairman, the Chief Executive

Officer, the President, any Executive Vice President, any Senior Vice President, any Vice President, the Chief Financial Officer, the General Counsel, the Chief Accounting Officer, the Controller, the Treasurer and the Secretary, or any of them, may (a) execute and deliver in the name of the Corporation, in the name of any division of the Corporation or in both names any agreement, contract, instrument, power of attorney or other document pertaining to the business or affairs of the Corporation or any division of the Corporation, including without limitation agreements or contracts with any government or governmental department, agency or instrumentality, and (b) delegate to any employee or agent the power to execute and deliver any such agreement, contract, instrument, power of attorney or other document.

3.3. *Powers and Duties of the Chairman*. The Chairman shall preside at meetings of the Board and the shareholders, if present, and shall perform such duties as assigned by these By-laws and by the Board. If at any time the Chairman is unable to discharge the powers and duties of the office, then until such time as the Board shall appoint a new Chairman, or determines that the Chairman is able to resume office, temporary authority to perform such duties and exercise such powers shall be granted to the Vice Chairman, if any, or, in the absence of such a person who is able to perform such duties, as designated by Board resolution.

3.4. *Powers and Duties of a Vice Chairman*. A Vice Chairman shall have such powers and perform such duties as the Board or the Chairman may from time to time prescribe or as may be prescribed in these By-laws.

3.5. *Powers and Duties of the Chief Executive Officer*. The Chief Executive Officer shall, subject to the control and direction of the Board, manage and direct the business and affairs of the Corporation, and shall report directly to the Board. Except in such instances as the Board may confer powers in particular transactions upon any other officer, and subject to the control and direction of the Board, the Chief Executive Officer shall manage and direct the business and affairs of the Corporation and shall communicate to the Board and any committee thereof reports, proposals and recommendations for their respective consideration or action. He or she shall see that all orders and resolutions of the Board are carried into effect and shall have authority to do and perform all acts on behalf of the Corporation.

3.6. *Powers and Duties of the President*. Unless the President is the Chief Executive Officer, the President shall have such powers and perform such duties as the Board or the Chief Executive Officer may from time to time prescribe or as may be prescribed in these By-laws.

3.7. *Powers and Duties of Executive Vice Presidents, Senior Vice Presidents and Vice Presidents*. Executive Vice Presidents, Senior Vice Presidents and Vice Presidents shall have such powers and perform such duties as the Board, the Chairman, the Chief Executive Officer or the President may from time to time prescribe or as may be prescribed in these By-laws.

3.8. *Powers and Duties of the Chief Financial Officer*. The Chief Financial Officer shall, under the direction of the Chief Executive Officer, be responsible for all financial and accounting matters and for the direction and supervision of the Chief Accounting Officer, Controller or the Vice President, Finance, and the Treasurer. The Chief Financial Officer shall also have such powers and perform such duties as the Board, the Chairman, any Vice Chairman or the Chief Executive Officer may from time to time prescribe or as may be prescribed in these By-laws.

3.9. *Powers and Duties of the Chief Accounting Officer, Controller and Assistant Controllers*.

(a) The Chief Accounting Officer, Controller or the Vice President, Finance, as determined by the Chief Financial Officer, shall be responsible for the maintenance of adequate accounting records of all assets, liabilities, capital and transactions of the Corporation. The Chief Accounting Officer, Controller, or the Vice President, Finance as determined by the Chief Financial Officer, shall prepare and render such balance sheets, income statements, budgets and other financial statements and reports as the Board, the Chairman, the Chief Executive Officer or the Chief Financial Officer may require, and shall perform such other duties as may be prescribed or assigned pursuant to these By-laws and all other acts incident to the position of the Chief Accounting Officer, Controller, or the Vice President, Finance.

(b) Each Assistant Controller shall perform such duties as from time to time may be assigned by the Controller or by the Board. In the event of the absence, incapacity or inability to act of the Controller, then any Assistant Controller may perform any of the duties and may exercise any of the powers of the Controller.

3.10. *Powers and Duties of the Treasurer and Assistant Treasurers*.

(a) The Treasurer shall have the care and custody of all the funds and securities of the Corporation except as may be otherwise ordered by the Board, and shall cause such funds (i) to be invested or reinvested from time to time for the benefit of the Corporation as may be designated by the Board, the Chairman, any Vice Chairman, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer or (ii) to be deposited to the credit of the Corporation in such banks or depositories as may be designated by the Board, the Chairman, any Vice Chairman, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer, and shall cause such securities to be placed in safekeeping in such manner as may be designated by the Board, the Chairman, any Vice Chairman, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer.

(b) The Treasurer, any Assistant Treasurer or such other person or persons as may be designated for such purpose by the Board, the Chairman, any Vice Chairman, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer may endorse in the name and on behalf of the Corporation all instruments for the payment of money, bills of lading, warehouse receipts, insurance policies and other commercial documents requiring such endorsement.

(c) The Treasurer, any Assistant Treasurer or such other person or persons as may be designated for such purpose by the Board, the Chairman, any Vice Chairman, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer (i) may sign all receipts and vouchers for payments made to the Corporation, (ii) shall render a statement of the cash account of the Corporation to the Board as often as it shall require the same; and (iii) shall enter regularly in books to be kept for that purpose full and accurate account of all moneys received and paid on account of the Corporation and of all securities received and delivered by the Corporation.

(d) The Treasurer shall perform such other duties as may be prescribed or assigned pursuant to these By-laws and all other acts incident to the position of Treasurer. Each Assistant Treasurer shall perform such duties as may from time to time be assigned by the Treasurer or by the Board. In the event of the absence, incapacity or inability to act of the Treasurer, then any Assistant Treasurer may perform any of the duties and may exercise any of the powers of the Treasurer.

3.11. *Powers and Duties of the Secretary and Assistant Secretaries*.

(a) The Secretary shall keep the minutes of all proceedings of the shareholders, the Board and the committees of the Board. The Secretary shall attend to the giving and serving of all notices of the Corporation, in accordance with the provisions of these By-laws and as required by applicable law. The Secretary shall cause to be prepared and maintained (i) a stock ledger containing the names and addresses of all shareholders and the number of shares of each class and series held by each and (ii) the list of shareholders for each meeting of shareholders as required by Section 1.12 of these By-laws. The Secretary shall be responsible for the custody of all stock records. The Secretary shall be the custodian of the seal of the Corporation. The Secretary shall affix or cause to be affixed the seal of the Corporation to such contracts, instruments and other documents requiring the seal of the Corporation, and when so affixed may attest the same and shall perform such other duties as may be prescribed or assigned pursuant to these By-laws and all other acts incident to the position of Secretary.

(b) Each Assistant Secretary shall perform such duties as may from time to time be assigned by the Secretary or by the Board. In the event of the absence, incapacity or inability to act of the Secretary, then any Assistant Secretary may perform any of the duties and may exercise any of the powers of the Secretary.

4. INDEMNIFICATION.

4.1. *Right to Indemnification*. The Corporation, to the fullest extent permitted by applicable law as then in effect, shall indemnify any person who is or was a Director or officer of the Corporation and who is or was involved in any manner (including, without limitation, as a party or a witness) or is threatened to be made so involved in any threatened, pending or completed investigation, claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor) (a "Proceeding") by reason of the fact that such person is or was a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise (including, without limitation, any employee benefit plan) (a "Covered Entity"), against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such Proceeding; provided, however, that the foregoing shall not apply to a Director or officer of the Corporation with respect to a Proceeding that was commenced by such Director or officer prior to a Change in Control (as defined in Section 4.5(e)(i) of this Article 4). Any Director or officer of the Corporation entitled to indemnification as provided in this Section 4.1 is hereinafter called an "Indemnitee." Any right of an Indemnitee to indemnification shall be a contract right and shall include the right to receive, prior to the conclusion of any Proceeding, payment of any expenses incurred by the Indemnitee in connection with such Proceeding, consistent with the provisions of applicable law as then in effect and the other provisions of this Article 4.

4.2. *Effect of Amendments*. Neither the amendment or repeal of, nor the adoption of a provision inconsistent with, any provision of this Article 4 (including, without limitation, this Section 4.2) shall adversely affect the rights of any Director or officer under this Article 4 (a) with respect to any

Proceeding commenced or threatened prior to such amendment, repeal or adoption of an inconsistent provision or (b) after the occurrence of a Change in Control, with respect to any Proceeding arising out of any action or omission occurring prior to such amendment, repeal or adoption of an inconsistent provision, in either case without the written consent of such Director or officer.

4.3. *Insurance, Contracts and Funding*. The Corporation may purchase and maintain insurance to protect itself and any indemnified person against any expenses, judgments, fines and amounts paid in settlement as specified in Section 4.1 or Section 4.6 of this Article 4 or incurred by any indemnified person in connection with any Proceeding referred to in such Sections, to the fullest extent permitted by applicable law as then in effect. The Corporation may enter into contracts with any Director, officer, employee or agent of the Corporation or any director, officer, employee, fiduciary or agent of any Covered Entity in furtherance of the provisions of this Article 4 and may create a trust fund or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article 4.

4.4. *Indemnification; Not Exclusive Right*. The right of indemnification provided in this Article 4 shall not be exclusive of any other rights to which any indemnified person may otherwise be entitled, and the provisions of this Article 4 shall inure to the benefit of the heirs and legal representatives of any indemnified person under this Article 4 and shall be applicable to Proceedings commenced or continuing after the adoption of this Article 4, whether arising from acts or omissions occurring before or after such adoption.

4.5. *Advancement of Expenses; Procedures; Presumptions and Effect of Certain Proceedings; Remedies*. In furtherance, but not in limitation, of the foregoing provisions, the following procedures, presumptions and remedies shall apply with respect to the advancement of expenses and the right to indemnification under this Article 4:

(a) *Advancement of Expenses*. All reasonable expenses incurred by or on behalf of the Indemnitee in connection with any Proceeding shall be advanced to the Indemnitee by the Corporation within 20 days after the receipt by the Corporation of a statement or statements from the Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Any such statement or statements shall reasonably evidence the expenses incurred by the Indemnitee and shall include any written affirmation or undertaking required by applicable law in effect at the time of such advance.

(b) *Procedures for Determination of Entitlement to Indemnification*.

(i) To obtain indemnification under this Article 4, an Indemnitee shall submit to the Secretary a written request, including such documentation and information as is reasonably available to the Indemnitee and reasonably necessary to determine whether and to what extent the Indemnitee is entitled to indemnification (the “Supporting Documentation”). The determination of the Indemnitee’s entitlement to indemnification shall be made not later than 60 days after receipt by the Corporation of the written request for indemnification together with the Supporting Documentation. The Secretary shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that the Indemnitee has requested indemnification.

(ii) The Indemnitee's entitlement to indemnification under this Article 4 shall be determined in one of the following ways: (A) by a majority vote of the Disinterested Directors (as defined in Section 4.5(e)), if they constitute a quorum of the Board; (B) by a written opinion of Independent Counsel (as defined in Section 4.5(e)) if (x) a Change in Control (as defined in Section 4.5(e)) shall have occurred and the Indemnitee so requests or (y) a quorum of the Board consisting of Disinterested Directors is not obtainable or, even if obtainable, a majority of such Disinterested Directors so directs; (C) by the shareholders of the Corporation (but only if a majority of the Disinterested Directors, if they constitute a quorum of the Board, presents the issue of entitlement to indemnification to the shareholders for their determination); or (D) as provided in Section 4.5(c) of this Article 4.

(iii) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 4.5(b)(ii), a majority of the Disinterested Directors shall select the Independent Counsel, but only an Independent Counsel to which the Indemnitee does not reasonably object; provided, however, that if a Change in Control shall have occurred, the Indemnitee shall select such Independent Counsel, but only an Independent Counsel to which a majority of the Disinterested Directors does not reasonably object.

(c) *Presumptions and Effect of Certain Proceedings*. Except as otherwise expressly provided in this Article 4, if a Change in Control shall have occurred, the Indemnitee shall be presumed to be entitled to indemnification under this Article 4 (with respect to actions or failures to act occurring prior to such Change in Control) upon submission of a request for indemnification together with the Supporting Documentation in accordance with Section 4.5(b) of this Article 4, and thereafter the Corporation shall have the burden of proof to overcome that presumption in reaching a contrary determination. In any event, if the person or persons empowered under Section 4.5(b) of this Article 4 to determine entitlement to indemnification shall not have been appointed or shall not have made a determination within 60 days after receipt by the Corporation of the request therefor together with the Supporting Documentation, the Indemnitee shall be deemed to be, and shall be, entitled to indemnification unless (A) the Indemnitee misrepresented or failed to disclose a material fact in making the request for indemnification or in the Supporting Documentation or (B) such indemnification is prohibited by law. The termination of any Proceeding described in Section 4.1 of this Article 4, or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, adversely affect the right of the Indemnitee to indemnification or create a presumption that the Indemnitee did not act in good faith and in a manner which the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal Proceeding, that the Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

(d) *Remedies of Indemnitee*.

(i) In the event that a determination is made pursuant to Section 4.5(b) of this Article 4 that the Indemnitee is not entitled to indemnification under this Article 4, (A) the Indemnitee shall be entitled to seek an adjudication of his or her entitlement to such indemnification either, at the Indemnitee's sole option, in (x) an appropriate court of the state of Indiana or any other court of competent jurisdiction or (y) an arbitration to be conducted by a single arbitrator pursuant to the rules of the American Arbitration Association; (B) any such judicial proceeding or arbitration shall be *de novo* and the Indemnitee shall not be prejudiced by reason of such adverse determination;

and (C) if a Change in Control shall have occurred, in any such judicial proceeding or arbitration the Corporation shall have the burden of proving that the Indemnitee is not entitled to indemnification under this Article 4 (with respect to actions or failures to act occurring prior to such Change in Control).

(ii) If a determination shall have been made or deemed to have been made, pursuant to Section 4.5(b) or (c) of this Article 4, that the Indemnitee is entitled to indemnification, the Corporation shall be obligated to pay the amounts constituting such indemnification within five days after such determination has been made or deemed to have been made and shall be conclusively bound by such determination unless (A) the Indemnitee misrepresented or failed to disclose a material fact in making the request for indemnification or in the Supporting Documentation or (B) such indemnification is prohibited by law. In the event that (x) advancement of expenses is not timely made pursuant to Section 4.5(a) of this Article 4 or (y) payment of indemnification is not made within five days after a determination of entitlement to indemnification has been made or deemed to have been made pursuant to Section 4.5(b) or (c) of this Article 4, the Indemnitee shall be entitled to seek judicial enforcement of the Corporation's obligation to pay to the Indemnitee such advancement of expenses or indemnification. Notwithstanding the foregoing, the Corporation may bring an action, in an appropriate court in the state of Indiana or any other court of competent jurisdiction, contesting the right of the Indemnitee to receive indemnification hereunder due to the occurrence of an event described in subclause (A) or (B) of this clause (ii) (a "Disqualifying Event"); provided, however, that in any such action the Corporation shall have the burden of proving the occurrence of such Disqualifying Event.

(iii) The Corporation shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 4.5(d) that the procedures and presumptions of this Article 4 are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Corporation is bound by all the provisions of this Article 4.

(iv) In the event that the Indemnitee, pursuant to this Section 4.5(d), seeks a judicial adjudication of or an award in arbitration to enforce his or her rights under, or to recover damages for breach of, this Article 4, the Indemnitee shall be entitled to recover from the Corporation, and shall be indemnified by the Corporation against, any expenses actually and reasonably incurred by the Indemnitee if the Indemnitee prevails in such judicial adjudication or arbitration. If it shall be determined in such judicial adjudication or arbitration that the Indemnitee is entitled to receive part but not all of the indemnification or advancement of expenses sought, the expenses incurred by the Indemnitee in connection with such judicial adjudication or arbitration shall be prorated accordingly.

(e) *Definitions*. For purposes of this Article 4:

(i) "Change in Control" means a change in control of the Corporation of a nature that would be required to be reported in response to Item 6(e) (or any successor provision) of Schedule 14A of Regulation 14A (or any amendment or successor provision thereto) promulgated under the Exchange Act, whether or not the Corporation is then subject to such reporting requirement; provided that, without limitation, such a change in control shall be deemed to have occurred if (A) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Corporation representing 20% or more of the voting power of all outstanding

shares of stock of the Corporation entitled to vote generally in an election of Directors without the prior approval of at least two-thirds of the members of the Board in office immediately prior to such acquisition; (B) the Corporation is a party to any merger or consolidation in which the Corporation is not the continuing or surviving corporation or pursuant to which shares of the Corporation's common stock would be converted into cash, securities or other property, other than a merger of the Corporation in which the holders of the Corporation's common stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, (C) there is a sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, the assets of the Corporation, or liquidation or dissolution of the Corporation; (D) the Corporation is a party to a merger, consolidation, sale of assets or other reorganization, or a proxy contest, as a consequence of which members of the Board in office immediately prior to such transaction or event constitute less than a majority of the Board thereafter; or (E) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board (including for this purpose any new Director whose election or nomination for election by the shareholders was approved by a vote of at least two-thirds of the Directors then still in office who were Directors at the beginning of such period) cease for any reason to constitute at least a majority of the Board.

(ii) "Disinterested Director" means a Director who is not or was not a party to the proceeding in respect of which indemnification is sought by the Indemnitee.

(iii) "Independent Counsel" means a law firm or a member of a law firm that neither presently is, nor in the past five years has been, retained to represent: (a) the Corporation or the Indemnitee in any matter material to either such party or (b) any other party to the Proceeding giving rise to a claim for indemnification under this Article 4. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under applicable standards of professional conduct, would have a conflict of interest in representing either the Corporation or the Indemnitee in an action to determine the Indemnitee's rights under this Article 4.

4.6. *Indemnification of Employees and Agents*. Notwithstanding any other provision of this Article 4, the Corporation, to the fullest extent permitted by applicable law as then in effect, may indemnify any person other than a Director or officer of the Corporation who is or was an employee or agent of the Corporation and who is or was involved in any manner (including, without limitation, as a party or a witness) or is threatened to be made so involved in any threatened, pending or completed Proceeding by reasons of the fact that such person is or was an employee or agent of the Corporation or, at the request of the Corporation, a director, officer, employee, fiduciary or agent of a Covered Entity against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such Proceeding. The Corporation may also advance expenses incurred by such employee, fiduciary or agent in connection with any such Proceeding, consistent with the provisions of applicable law as then in effect.

4.7. *Severability*. If any of this Article 4 shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Article 4 (including, without limitation, all portions of any Section of this Article 4 containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (b) to the fullest extent

possible, the provisions of this Article 4 (including, without limitation, all portions of any Section of this Article 4 containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

5. CAPITAL STOCK.

5.1. *Book-Entry Shares*.

(a) Shares of stock of each class of the Corporation may be issued in book-entry form only. Stock certificates previously issued which evidence outstanding shares will remain valid evidence of share ownership but may only be exchanged for shares in book-entry form. The statement evidencing ownership of such book-entry shares shall state the name of the Corporation and that it is organized under the laws of the State of Indiana, the name of the person to whom the shares were issued, and the number and class of shares and the designation of the series, if any, the book-entry statement represents, and shall state conspicuously on its front or back that the Corporation will furnish the shareholder, upon his written request and without charge, a summary of the designations, relative rights, preferences, and limitations applicable to each class and the variations in rights, preferences, and limitations determined for each series (and the authority of the Board to determine variations for future series).

5.2. *Record Ownership*. A record of the name of the person, firm or corporation and address of each holder of stock, the number of shares of each class and series represented thereby and the date of issue thereof shall be made on the Corporation's books. The Corporation shall be entitled to treat the holder of record of any share of stock as the holder in fact thereof, and accordingly shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any person, whether or not it shall have express or other notice thereof, except as required by applicable law.

5.3. *Transfer of Record Ownership*. Transfers of stock shall be made on the books of the Corporation only by direction of the person named in the certificate or book-entry records or such person's attorney, lawfully constituted in writing, and only upon the surrender of the certificate, if any, therefor and a written assignment of the shares being transferred. Whenever any transfer of stock shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates, if any, are presented to the Corporation for transfer, both the transferor and transferee request the Corporation to do so.

5.4. *Lost, Stolen or Destroyed Certificates*. New book-entry shares representing shares of the stock of the Corporation shall be issued in place of any certificate alleged to have been lost, stolen or destroyed in such manner and on such terms and conditions as the Board from time to time may authorize in accordance with applicable law.

5.5. *Transfer Agent; Registrar*. The Corporation shall maintain one or more transfer offices or agencies where stock of the Corporation shall be transferable. The Corporation shall also maintain one or more registry offices where such stock shall be registered. The Board may make such rules and regulations as it may deem expedient concerning the issue, transfer and registration of the shares of stock and related book-entry statements in accordance with applicable law.

5.6. *Fixing Record Date for Determination of Shareholders of Record*.

(a) The Board may fix, in advance, a date as the record date for the purpose of determining the shareholders entitled to notice of, or to vote at, any meeting of shareholders or any adjournment thereof, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than 60 days nor less than 10 days before the date of a meeting of shareholders. If no record date is fixed by the Board, the record date for determining the shareholders entitled to notice of or to vote at a shareholders' meeting shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting and shall fix a new record date if such adjourned meeting is more than 120 days after the date of the original meeting.

(b) The Board may fix, in advance, a date as the record date for the purpose of determining the shareholders entitled to receive payment of any dividend or other distribution or the allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or in order to make a determination of the shareholders for the purpose of any other lawful action, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than 60 calendar days prior to such action. If no record date is fixed by the Board, the record date for determining the shareholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

6. SECURITIES HELD BY THE CORPORATION.

6.1. *Voting*. Unless the Board shall otherwise order, the Chairman, any Vice Chairman, the Chief Executive Officer, the President, any Executive Vice President, any Senior Vice President, any Vice President, the Chief Financial Officer, the Chief Accounting Officer, the Controller, the Treasurer or the Secretary shall have full power and authority, on behalf of the Corporation, (a) to attend, act and vote at any meeting of shareholders of any corporation in which the Corporation may hold stock and at such meeting to exercise any or all rights and powers incident to the ownership of such stock, and to execute on behalf of the Corporation a proxy or proxies empowering another or others to act as aforesaid, and (b) to delegate to any employee or agent such power and authority.

6.2. *General Authorization to Transfer Securities Held by the Corporation*.

(a) Any of the following officers, to wit: the Chairman, any Vice Chairman, the Chief Executive Officer, the President, any Executive Vice President, any Senior Vice President, any Vice President, the Chief Financial Officer, the Chief Accounting Officer, the Controller, the Treasurer, any Assistant Controller, any Assistant Treasurer, and each of them, hereby is authorized and empowered (i) to transfer, convert, endorse, sell, assign, set over and deliver any and all shares of stock, bonds, debentures, notes, subscription warrants, stock purchase warrants, evidences of indebtedness, or other securities now or hereafter standing in the name of or owned by the Corporation and to make, execute and deliver any and all written instruments of assignment and

transfer necessary or proper to effectuate the authority hereby conferred, and (ii) to delegate to any employee or agent such power and authority.

(b) Whenever there shall be annexed to any instrument of assignment and transfer executed pursuant to and in accordance with the foregoing Section 6.2(a), a certificate of the Secretary or any Assistant Secretary in office at the date of such certificate setting forth the provisions hereof, stating that they are in full force and effect, setting forth the names of persons who are then officers of the corporation, and certifying as to the employees or agents, if any, to whom any such power and authority have been delegated, all persons to whom such instrument and annexed certificate shall thereafter come shall be entitled, without further inquiry or investigation and regardless of the date of such certificate, to assume and to act in reliance upon the assumption that (i) the shares of stock or other securities named in such instrument were theretofore duly and properly transferred, endorsed, sold, assigned, set over and delivered by the Corporation, and (ii) with respect to such securities, the authority of these provisions of these By-laws and of such officers, employees and agents is still in full force and effect.

7. DEPOSITARIES AND SIGNATORIES.

7.1. *Depositaries*. The Chairman, any Vice Chairman, the Chief Executive Officer, the President, the Chief Financial Officer, and the Treasurer are each authorized to designate depositaries for the funds of the Corporation deposited in its name or that of a division of the Corporation, or both, and the signatories with respect thereto in each case, and from time to time, to change such depositaries and signatories, with the same force and effect as if each such depositary and the signatories with respect thereto and changes therein had been specifically designated or authorized by the Board; and each depositary designated by the Board or by the Chairman, any Vice Chairman, the Chief Executive Officer, the President, the Chief Financial Officer, or the Treasurer shall be entitled to rely upon the certificate of the Secretary or any Assistant Secretary of the Corporation or of a division of the Corporation setting forth the fact of such designation and of the appointment of the officers of the Corporation or of the division or of both or of other persons who are to be signatories with respect to the withdrawal of funds deposited with such depositary, or from time to time the fact of any change in any depositary or in the signatories with respect thereto.

7.2. *Signatories*. Unless otherwise designated by the Board or by the Chairman, any Vice Chairman, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer, each of whom is authorized to execute any of such items individually, all notes, drafts, checks, acceptances, orders for the payment of money and all other negotiable instruments obligating the Corporation for the payment of money, including any form of guaranty by the Corporation with respect to any such item entered into by any direct or indirect subsidiary of the Corporation, shall be (a) signed by any Assistant Treasurer and (b) countersigned by the Chief Accounting Officer, Controller or any Assistant Controller, or (c) either signed or countersigned by any Executive Vice President, any Senior Vice President or any Vice President in lieu of either the officers designated in clause (a) or the officers designated in clause (b) of this Section 7.2.

8. SEAL.

The seal of the Corporation shall be in such form and shall have such content as the Board shall from time to time determine.

9. FISCAL YEAR.

The fiscal year of the Corporation shall end on December 31 in each year, or on such other date as the Board shall determine.

10. WAIVER OF OR DISPENSING WITH NOTICE.

10.1. Whenever any notice of the time, place or purpose of any meeting of shareholders is required to be given by applicable law, the Articles of Incorporation or these By-laws, a written waiver of notice, signed by a shareholder entitled to notice of a shareholders' meeting, whether by pdf, facsimile, telegraph, cable or other form of recorded communication, whether signed before or after the time set for a given meeting, shall be deemed equivalent to notice of such meeting. The waiver must be included in the minutes or filed with the corporate records. Attendance of a shareholder in person (including by remote communication, if applicable) or by proxy at a shareholders' meeting shall constitute a waiver of notice to such shareholder of such meeting, except when (a) the shareholder attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened, or (b) the shareholder objects to consideration of a particular matter at the meeting at the time such matter is presented because it is not within the purpose or purposes described in the meeting notice.

10.2. Whenever any notice of the time or place of any meeting of the Board or committee of the Board is required to be given by applicable law, the Articles of Incorporation or these By-laws, a written waiver of notice signed by a Director, whether by pdf, facsimile, telegraph, cable or other form of recorded communication, whether signed before or after the time set for a given meeting, shall be deemed equivalent to notice of such meeting. Unless the Director is deemed to have waived notice by attending the meeting, the waiver must be in writing, signed by the Director entitled to the notice and filed with the minutes or corporate records. Attendance of a Director at a meeting shall constitute a waiver of notice to such Director of such meeting, unless the Director at the beginning of the meeting (or promptly upon the Director's arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

10.3. No notice need be given to any person with whom communication is made unlawful by any law of the United States or any rule, regulation, proclamation or executive order issued under any such law.

11. AMENDMENT OF BY-LAWS.

Except as otherwise provided in Section 2.10(b) of these By-laws, these By-laws, or any of them, may from time to time be supplemented, amended or repealed, or new By-laws may be adopted, by the Board at any regular or special meeting of the Board, if such supplement, amendment, repeal or

adoption is approved by a majority of the entire Board. These By-laws, or any of them, may from time to time be supplemented, amended or repealed, or new By-laws may be adopted, by the shareholders at any regular or special meeting of shareholders at which a quorum is present, if such supplement, amendment, repeal or adoption is approved by the affirmative vote of the holders of at least a majority of the voting power of all outstanding shares of stock of the Corporation entitled to vote generally in an election of directors.

12. OFFICES AND AGENT.

12.1. *Registered Office and Agent*. The registered office of the Corporation in the State of Indiana shall be 150 West Market Street, Suite 800, Indianapolis, Indiana 46204. The name of the registered agent is C T Corporation System. Such registered agent has a business office identical with such registered office.

12.2. *Other Offices*. The Corporation may also have offices at other places, either within or outside the State of Indiana, as the Board may from time to time determine or as the business of the Corporation may require.

EXHIBIT 10.1

ITT INC.
2011 OMNIBUS INCENTIVE PLAN
PERFORMANCE UNIT AWARD AGREEMENT

THIS AGREEMENT (the "Agreement"), effective as of the **4th** day of **March 2020**, by and between ITT Inc. (the "Company") and _____ (the "Participant"),

WITNESSETH:

WHEREAS, the Participant 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 Participant'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, 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 performance goals described in Section 2 of this Agreement during the Performance Period, which for this Award commences **January 1, 2020** and ends **December 31, 2022**.

2. **Terms and Conditions**. It is understood and agreed that this Award is subject to the following terms and conditions:

   (a) **Determination of Performance Unit Award Payout**. 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:

      TSR Unit Payout = TSR Payout Factor x TSR Target Units

      The "TSR 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 (x) in the S&P 400 Capital Goods Index and (y) listed on Appendix A ((x) and (y)

collectively, the "Peer Group"), determined in accordance with the following table:

If Company's TSR rank against the Peer Group is	**TSR Payout Factor (% of TSR Target Units)**
less than the 35th percentile	0%
at the 35th percentile	50%
at the 50th percentile	100%
at the 80th percentile or more	200%
The TSR Payout Factor is interpolated for actual results between the 35th percentile and the 80th percentile shown above.	

"Total Shareholder Return" is the percentage change in value of a shareholder's investment in the Company's common stock from the beginning to the end of the Performance Period, assuming reinvestment of dividends and any other shareholder payouts during the Performance Period. For purposes of this Agreement, the stock price at the beginning of the Performance Period will be the average closing stock price over the trading days in the month immediately preceding the start of the Performance Period, and the stock price at the end of the Performance Period will be the average closing stock price over the trading days in the last month of the Performance Period.

(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:

ROIC Unit Payout = ROIC Payout Factor x ROIC Target Units

The "ROIC Payout Factor" is based on the Company's Return on Invested Capital (defined and measured as described below, the "ROIC").

ROIC will be calculated following each year of the Performance Period and the annual results will be averaged to yield the final "Average ROIC". ROIC will be calculated as a percentage calculated by dividing (A) income from continuing operations attributable to the Company, after income taxes, adjusted to exclude the 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 (excluding asbestos-related current liabilities) for the five preceding quarterly periods. Special items represent significant charges or credits that impact results, but may not be related to the Company's ongoing operations and performance, as disclosed in the Company's filings with the Securities and Exchange Commission.

The "ROIC Payout Factor" is determined in accordance with the following table:

Average ROIC Targets	**ROIC Payout Factor (% of ROIC Target Units)**
14.0%	200%
12.7%	100%
11.5%	50%
Less than 11.5%	0%
The ROIC Payout Factor has a maximum of 200%. Actual results will be interpolated between the points shown above.	

The Average ROIC Targets set forth in the table above will be automatically adjusted annually during the Performance Period for material acquisitions or divestitures, or other one-time events, such as the 2020 pension termination, or material changes in laws, regulations or accounting principles. Such adjustment will reflect the impacts of such acquisition, divestiture or other event in accordance with the acquisition projections or applicable strategic or operating plan.

(b) **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(d) and 2(e).

(c) **Effect of Termination of Employment**. Except as otherwise provided below (each provision of which is subject to 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(b) above and shall be based on the performance criteria set forth in subsection 2(a) 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(b) 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(a) 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(b) 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(a) 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(a) at the time and in the form as provided in subsection 2(b) 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(b) 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(a) 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 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 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.

(d) **Acceleration Event - Involuntary Termination of Employment Without Cause or Termination With Good Reason**.

(i) Vesting. Notwithstanding anything in the Plan to the contrary other than subsection 2(e)(i) (but subject to 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(d) and shall be paid at the time specified in subsection 2(b).

(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(d) 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.

(e) **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(d), and subject to the Committee's discretion), the Award shall be settled at the time provided in subsection 2(b) 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 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.

(f) **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.

(g) **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.

(h) **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.

(i) **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 2(i) includes its subsidiaries), Participant will not, directly or indirectly, except for on behalf of the Company or except with the prior written approval of the Company, 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) During Participant's employment and 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 within the Restricted Area, directly or indirectly, except with the Company's prior written approval from an authorized officer, 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 Restricted Area. For purposes of this Agreement, "Restricted Area" shall mean, any area in which the Company has transacted business for the twelve (12) months prior to Participant's termination of employment, which includes, but is not limited to, the state(s) in which Participant worked on behalf of the Company, the United States, Australia, Argentina, Brazil, Canada, Chile, China, Columbia, Czech Republic, Denmark, Egypt, France, Germany, Greece, Hong Kong, India, Indonesia, Italy, Japan, Republic of Korea, Luxembourg, Mexico, Netherlands, Peru, Poland, Russia, Saudi Arabia, Singapore, Spain, Taiwan, Thailand, United Arab Emirates, United Kingdom, Venezuela and such other countries as the Company is now conducting and may expand its business from time to time.

(iii) Throughout the Participant's 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 including 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) During Participant's employment and 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, hire, 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 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) Participant agrees not to make or publish any maliciously defamatory statements about the Company, including any current, former or future managers or representatives.

(vi) Participant agrees that damages in the event of a breach by Participant of Participant's obligations in this Agreement, including in this subsection 2(j), would be difficult if not impossible to ascertain, and that any such breach will result in irreparable and continuing damage to the Company. Therefore, Participant agrees that the Company, in addition to and without limiting any other remedy or right it may have, shall have the right to an immediate injunction or other equitable relief (without posting bond or other form of security) in the Chosen Courts (as defined below) enjoining any such threatened or actual breach. The existence of this right shall not preclude the Company from also pursuing any other rights and remedies at law or in equity that it may have.

(vii) If the Participant violates the terms of this subsection 2(i), 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).

(viii) Notice to Attorneys. For a Participant who is an attorney, the provisions in subsection 2(i)(ii) will apply only to prohibit Participant's employment for twelve (12) months in any position in the Restricted Area that involves non-legal responsibilities similar to those performed for the Company, or that would involve or risk the use or disclosure of the Company's attorney-client privileged or other Confidential Information, as defined in the Participant's respective confidentiality agreement with the Company. This restriction and the other restrictions in subsection 2(i) are not intended to bar Participant from performing solely legal functions for any entity or client, provided that work does not involve or risk the disclosure of the Company's attorney-client privileged information or other Confidential Information.

(j) **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.

(k) **Jurisdiction**. Participant hereby consents to the personal jurisdiction of and venue in the state and federal courts in the state of New York (collectively, the "Chosen Courts"), and agrees that such Chosen Courts shall have exclusive jurisdiction to hear and determine or settle any dispute that may arise out of or in connection with this Agreement, and that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chosen Courts.

(l) **Attorneys' Fees**. If any action or proceeding is commenced to construe or enforce this Agreement or the rights and duties of the parties hereunder, then the party prevailing in that action will be entitled to recover its reasonable attorneys' fees and costs related to such action or proceeding.

(m) **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.

(n) **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.

(o) **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 **4th** day of **March 2020**.

Agreed to:	**ITT Inc.**
	/s/ Luca Savi
_____	
Participant	
Dated: _____	Dated: March 4, 2020

Appendix A

TSR ADDITIONAL PEER GROUP Companies

Auto-related	**Flow/Pump Related**
Akebono Brake Industry Co. LTD	Circor International, Inc.
Allison Transmissions Holdings Inc.	Flowserve Corporation
Brembo S.p.A	KSB AG
Cooper-Standard Holdings Inc.	SPX Flow, Inc.
Dana Incorporated	Sulzer Ltd.
Meritor, Inc.	Weir Group plc
Sensata Technologies, Inc.	
Tenneco Inc.	
Visteon Corporation	

If (i) any TSR Additional Peer Group company's TSR shall cease to be publicly available (due to a business combination, receivership, bankruptcy or other event) or (ii) if any such company is no longer publicly traded or (iii) if as a result of a spin-off, divestiture or other business transaction any such resulting company is no longer comparable to the Company due to a significant reduction in revenue or market capitalization or elimination of comparable lines of business, then in each case the Compensation & Personnel Committee of the Company shall exclude that company from the TSR Additional Peer Group.

EXHIBIT 10.2

ITT INC.
2011 OMNIBUS INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT

THIS AGREEMENT (the "Agreement"), effective as of the **4th** day of **March, 2020**, by and between ITT Inc. (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 **March 4, 2020** (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) Vesting. Subject to earlier vesting pursuant to subsection 2(d) below, 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 **March 4, 2023,** 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.

(ii) Payment of the Award. Except as provided in subsection 2(l) 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.

(iii) 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 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(g) 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 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) **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 2(g) includes its subsidiaries), Grantee will not, directly or indirectly, except for on behalf of the Company or except with the prior written approval of the Company, 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) During Grantee's employment and 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 within the Restricted Area, directly or indirectly, except with the Company's prior written approval from an authorized officer, 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 Restricted Area. For purposes of this Agreement, "Restricted Area" shall mean, any area in which the Company has transacted business for the twelve (12) months prior to Grantee's termination of employment, which includes, but is not limited to, the state(s) in which Grantee worked on behalf of the Company, the United States, Australia, Argentina, Brazil, Canada, Chile, China, Columbia, Czech Republic, Denmark, Egypt, France, Germany, Greece, Hong Kong, India, Indonesia, Italy, Japan, Republic of Korea, Luxembourg, Mexico, Netherlands, Peru, Poland, Russia, Saudi Arabia, Singapore, Spain, Taiwan, Thailand, United Arab Emirates, United Kingdom, Venezuela and such other countries as the Company is now conducting and may expand its business from time to time.

(iii) Throughout the Grantee's 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 including 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) During Grantee's employment and 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, hire, 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 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) Grantee agrees not to make or publish any maliciously defamatory statements about the Company, including any current, former or future managers or representatives.

(vi) Grantee agrees that damages in the event of a breach by Grantee of Grantee's obligations in this Agreement, including in this subsection 2(g), would be difficult if not impossible to ascertain, and that any such breach will result in irreparable and continuing damage to the Company. Therefore, Grantee agrees that the Company, in addition to and without limiting any other remedy or right it may have, shall have the right to an immediate injunction or other equitable relief (without posting bond or other form of security) in the Chosen Courts (as defined below) enjoining any such threatened or actual breach. The existence of this right shall not preclude the Company from also pursuing any other rights and remedies at law or in equity that it may have.

(vii) If the Grantee violates the terms of this subsection 2(g), 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).

(viii) Notice to Attorneys. For a Grantee who is an attorney, the provisions in subsection 2(g)(ii) will apply only to prohibit Grantee's employment for twelve (12) months in any position in the Restricted Area that involves non-legal responsibilities similar to those performed for the Company, or that would involve or risk the use or disclosure of the Company's attorney-client privileged or other Confidential Information, as defined in Grantee's respective confidentiality agreement with the Company. This restriction and the other restrictions in subsection 2(g) are not intended to bar Grantee from performing solely legal functions for any entity or client, provided that work does not involve or risk the disclosure of the Company's attorney-client privileged information or other Confidential Information.

(h) **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.

(i) **Jurisdiction**. Grantee hereby consents to the personal jurisdiction of and venue in the state and federal courts in the state of New York (collectively, the "Chosen Courts"), and agrees that such Chosen Courts shall have exclusive jurisdiction to hear and determine or settle any dispute that may arise out of or in connection with this Agreement, and that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chosen Courts.

(j) **Attorneys' Fees**. If any action or proceeding is commenced to construe or enforce this Agreement or the rights and duties of the parties hereunder, then the party prevailing in that action will be entitled to recover its reasonable attorneys' fees and costs related to such action or proceeding.

(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) **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.

(m) **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 **4th** day of **March, 2020**.

Agreed to:

ITT Inc.

/s/ Luca Savi

_____

Grantee
(Online acceptance constitutes agreement)

Dated: _____

Dated: March 4, 2020

Enclosures

EXHIBIT 10.3

AMENDMENT
TO THE
ITT CONSOLIDATED HOURLY PENSION PLAN

WHEREAS, the ITT Consolidated Hourly Pension Plan (the "CHP") is sponsored by ITT Industries Holdings, Inc., a subsidiary of ITT, Inc. (the "Company").

Effective February 19, 2020 or as specifically otherwise provided herein, the CHP is hereby amended by adding the following new Part C thereto:

PART C

PROPOSED PLAN TERMINATION

1.1 Plan Termination

The Plan is terminated effective as of April 30, 2020, or as soon as administratively feasible thereafter (such actual date of termination, the "Termination Date") subject to approval by the Senior Vice President, Chief Human Resources Officer (the "CHRO") or other officer of the Company on behalf of, and in the capacity of, the settlor of the Plan.

1.2 Vesting

Effective on the Termination Date, subject to final approval of the termination of the Plan as provided in Section 1.1, all Participants (which shall include only participants in the Plan immediately prior to the Termination Date and not any former participant) shall be fully vested in their accrued benefits to the extent required under Section 411(d)(3) of the Code. All Participants in the Plan on the Termination Date shall continue as Participants in the Plan with respect to their Plan benefits until those benefits are distributed in accordance with the applicable terms of the Plan.

1.3 Fiduciary Committee

A fiduciary committee, called the "Special Annuity Committee," shall serve as a named fiduciary of the Plan with authority to select the annuity provider (or providers) in connection with any purchase of an annuity contract (or contracts) that would transfer to an insurance company (or companies) all of the remaining liabilities of the Plan and to determine the terms of the annuity contract (or contracts), and, in its discretion, to delegate to an independent fiduciary all or any portion of these duties or to retain an independent expert to advise the Special Annuity Committee in the discharge of its duties. The Special Annuity Committee shall initially consist of
(a) the Vice President, Total Rewards, (b) the Vice President Finance and Chief Accounting Officer, and (c) the Global Benefits Manager. The Special Annuity Committee may appoint any additional members or remove any of its members. A majority of members of the Special Annuity Committee, present in person or by telephone, shall constitute a quorum for the transaction of business of the Special Annuity Committee, and any action of the Special Annuity Committee may be taken by a majority vote of the Special Annuity Committee members present. The Committee may also act by written consent of a majority of its members in the absence of a meeting and such written consent may be obtained via electronic media such as e-mail.

1.4 Plan Termination Distribution Options

This Section shall be effective only if the termination of the Plan is approved as provided in Section 1.1. Subject to Section 1.7 of this Part C, during the applicable "Window Period," an "Eligible Participant" may elect to receive his benefit in a "Permitted Payment Form" payable as of the "Termination Distribution Date" (as each such capitalized term is defined below).

(a) Eligibility. A Participant, a surviving Spouse, a beneficiary of a deceased Participant, or an alternate payee of a current or former Participant is an "Eligible Participant" if he is not eligible for a lump sum distribution as of the Termination Distribution Date without regard to this Section, and, without regard to this Section, he is not receiving payment, or scheduled to receive payment, as of the Termination Distribution Date but is entitled to a payment of benefits under the Plan on or after the Termination Distribution Date. For the avoidance of doubt, a Participant may be an "Eligible Participant" without regard to whether the Participant has incurred a termination of employment.

An individual shall not be an Eligible Participant under this Section 1.4 if: (i) prior to the mailing of election kits for the Window Period, his mailing address or accrued benefit cannot be reasonably verified by the Plan Administrator based on the data available in the Company's benefits database or (ii) the Plan Administrator determines that there are contingencies affecting the amount of the Participant's benefit (such as a qualified domestic relations order that might apply to the benefit in manner that has not yet been calculated, or if the Participant cannot be located) that would reasonably prevent (a) the determination of the amount of the Participant's benefit or (b) paying benefits to the Eligible Participant on or about the Termination Distribution Date.

(b) Termination Distribution Date. "Termination Distribution Date" means the date, established by the CHRO or other officer of the Company, on behalf of the settlor of the Plan, as of which distribution of assets in satisfaction of Plan benefits is made in accordance with ERISA Section 4041(b) and the regulations promulgated thereunder.

(c) Permitted Payment Form.

(1) *Form of Payment for Participants*. If a Participant elects to receive his benefit starting on the Termination Distribution Date, the benefit shall be paid in the form of a qualified joint and survivor annuity, unless the Participant elects an alternative form of distribution described below. For this purpose, the qualified joint and survivor annuity is (i) for an unmarried Participant, an annuity for the life of the Participant, and (ii) for a married Participant, an annuity for the life of the Participant with a survivor annuity for the life of the Participant's Spouse which is 50 percent (55 percent under the A-C Pump Plan) of the amount of the annuity which is payable during the life of the Participant. A Participant may elect, instead and subject to spousal consent to the extent required, to receive (A) a lump sum distribution, (B) if married, an annuity for the life of the Participant with no survivor benefit, (C) if married, an annuity for the life of the participant with a survivor annuity for the life of the Participant's Spouse which is 75 percent of the amount of the annuity which is payable during the life of the Participant, or (D) if the Participant is eligible to commence payment of his benefit as of the Termination Distribution Date under the terms of the Plan other than this Part C, any other annuity form of payment for which such Participant is eligible under the terms of the Plan.

(2) *Form of Payment for Surviving Spouses, Beneficiaries, and Alternate Payees*. An Eligible Participant who is not a Participant may elect to receive his benefit as of the Termination Distribution Date in the form of (a) a lump sum distribution, (b) in the case of a surviving Spouse, an annuity payable for the life of the Spouse, (c) if the Eligible Participant is eligible to commence payment of his benefit as of the Termination Distribution Date under the terms of the Plan other than this Part C, any other annuity form of payment for which such Participant is eligible under the terms of the Plan, and (d) in the case of an alternate payee, any other form of benefit required under the applicable qualified domestic relations order.

(d) Amount of Payment.

(1) *Amount for Payment Forms Otherwise Available*. If the Eligible Participant would be entitled to elect a form of benefit without regard to this Part C (and, with respect to an employee, assuming the employee terminated employment immediately prior to the Termination Distribution Date), the amount of such optional form shall be determined under the Plan without regard to this Part
C (assuming, with respect to an employee, that the employee terminated employment immediately prior to the Termination Distribution Date).

(2) *Annuity form of Payment for a Participant*. Except as provided in clause (1), above, the immediate annuity(ies) payable with respect to a Participant as of the Termination Distribution Date shall be the actuarial equivalent (determined using the IRS Interest Rate and the IRS Mortality Table) of the Participant's accrued benefit when expressed as a single life annuity commencing on the Participant's Normal Retirement Date (or, if later, the Termination Distribution Date).

(3) *Lump Sum*. Except as provided in clause (1), above, the amount of the lump sum payable with respect to a Participant shall be the actuarial equivalent present value (determined using the IRS Interest Rate and the IRS Mortality Table) of the Participant's accrued benefit when expressed as a single life annuity commencing on the Participant's Normal Retirement Date (or, if later, the Termination Distribution Date).

(4) *Spouse, Beneficiary and Alternative Payee Benefits*. Except as provided in clause (1), above, (a) the amount of the lump sum payable to an Eligible Participant who is not a Participant shall be the actuarial equivalent present value (determined using the IRS Interest Rate and the IRS Mortality Table) of the Eligible Participant's benefit when expressed as a single life annuity commencing on the later of (i) the Termination Distribution Date or (ii) the earliest date on which the Eligible Participant could begin to receive his benefit (or, if no single life annuity is available, the lump sum that would be paid on such date), and (b) the amount of the immediate annuity forms of payment to an Eligible Participant who is not a Participant shall be the annuity amount that is actuarial equivalent (determined using the IRS Interest Rate and the IRS Mortality Table) to the Eligible Participant's benefit when expressed as a single life annuity commencing on the later of (I) the Termination Distribution Date or (II) the earliest date on which the Eligible Participant could begin to receive his benefit (or, if no single life annuity is available, the lump sum that would be paid on such date).

(e) Window Period. "Window Period" means a period of not less than 45 days, unless extended by the Administration Committee.

(f) Administrative Procedures. The Administration Committee or its delegate shall: (i) carry out this Section with respect to an Eligible Participant to the extent that the inclusion of such Eligible Participant in this offering is administratively feasible; and (ii) establish such other procedure(s) it deems necessary to carry out this Section.

1.5 Interest Crediting

Subject to final approval of the plan termination as provided in Section 1.1, notwithstanding any provision to the contrary in the Plan and in accordance with section 411(b)(5)(B)(vi) of the Code, the interest rate used to determine benefits of an "applicable defined benefit plan" formula after the Termination Date shall be equal to the average of the interest crediting Rates in effect during the five-year period ending on the Termination Date.

1.6 Employment After a Normal Retirement Date

This Section shall be effective only if the termination of the Plan is approved as provided in Section 1.1. Notwithstanding any other provision of the Plan to the contrary and effective as of Termination Date:

(a) The pension benefit payable to a Participant who remains employed after reaching his Normal Retirement Date shall never be less than the amount of benefit to which the Participant would have been entitled as of his Normal Retirement Date, actuarially increased (using the IRS Interest Rate and the IRS Mortality Table) from the later of (i) his Normal Retirement Date and (ii) the Termination Date, until his annuity starting date.

(b) Any Participant who has reached his Normal Retirement Date may elect to commence his pension benefit, regardless of whether he remains employed after his Normal Retirement Date.

1.7 De Minimis Benefits

Notwithstanding any other provision of the Plan to the contrary and effective as of the Termination Distribution Date, if the actuarial equivalent present value (determined using the IRS Interest Rate and the IRS Mortality Table) of a Participant's accrued benefit (when expressed as a single life annuity commencing on the Participant's Normal Retirement Date (or, if later, the Termination Distribution Date)) does not exceed $5,000, the only form of benefit available to an Eligible Participant as of the Plan Distribution Date shall be a lump sum.

IN WITNESS WHEREOF, this instrument has been executed on this 21st day of February, 2020.

ITT, Inc.

By: /s/ Maurine Lembesis

Title: Senior Vice President, Chief Human Resources Officer

EXHIBIT 10.4

AMENDMENT TO THE
ITT DEFERRED COMPENSATION PLAN
FOR NON-EMPLOYEE DIRECTORS
AS AMENDED AND RESTATED

This amendment is adopted by the Board of Directors (the "Board") of ITT Inc. (the "Company").

WHEREAS, the Company maintains the ITT Deferred Compensation Plan for Non-Employee Directors, as amended and restated (the "Plan");

WHEREAS, as of the date hereof, no deferral elections are in effect under the Plan for compensation that would otherwise be payable in 2020 or any subsequent year;

WHEREAS, the Board wishes to amend the Plan to provide that no director may elect to defer cash director fees earned, and no additional directors shall become eligible to participate in the Plan, on and after January 1, 2020 (the "Effective Date"); and

WHEREAS, Section 6.01 of the Plan provides that the Plan may be amended by the Board; provided, however, that no amendment shall reduce a participant's accrued benefit.

NOW, THEREFORE, the Board hereby amends the Plan as follows, effective as of the Effective Date:

1. The following Section 2.01(c) is added to the Plan: "Effective as of January 1, 2020, the Plan is frozen. No individual may become a participant in the Plan, and no participant may elect to defer any Director Fees earned, on or after January 1, 2020; provided, however, that any election to defer any Director Fees earned prior to January 1, 2020, shall remain in full force and effect."

2. The following sentence is added at the end of Section 2.02(a): "Notwithstanding any provisions of the Plan to the contrary, effective January 1, 2020, no additional individuals shall become eligible to participate in the Plan."

3. The following sentences are added at the end of Section 3.01(a): "Notwithstanding any provisions of the Plan to the contrary, effective January 1, 2020, no Director Fees earned in a Service Year that begins on or after January 1, 2020, shall be deferred under the Plan. Accordingly, any election to defer Director Fees earned in a Service Year that begins on or after January 1, 2020, shall have no force or effect. Any election to defer Director Fees earned prior to January 1, 2020, shall remain in full force and effect."

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by its duly authorized officer as of the date below.

By: /s/ Maurine Lembesis

Name: Maurine Lembesis

Title: Senior Vice President, Chief Human Resources Officer

EXHIBIT 10.5

EXECUTED VERSION

CREDIT AGREEMENT

April 29, 2020

CREDIT AGREEMENT (this "Agreement"), by and between ITT INC. (f/k/a ITT CORPORATION), an Indiana corporation (the "Company"), and U.S. BANK NATIONAL ASSOCIATION (together with its successors and permitted assigns, the "Lender").

1. *Commitment.* (a) Subject to the terms and conditions set forth herein, the Lender shall make revolving loans (the "Revolving Loans") to the Company in U.S. dollars, at any time and from time to time during the period from the Effective Date to but excluding the Maturity Date (each such time, a "Funding Date"), in an amount that will not result in the aggregate principal amount at such time of all outstanding Revolving Loans exceeding ONE HUNDRED TWENTY FIVE MILLION DOLLARS ($125,000,000.00) (such amount, the "Commitment"), as the Company may request by delivery of a borrowing notice pursuant to Section 5 hereof. Within the foregoing limits, the Company may borrow, pay or prepay and reborrow Revolving Loans hereunder, on and after the Effective Date, subject to the terms, conditions and limitations set forth herein.

(b) The Commitment shall automatically terminate on the Maturity Date. Upon at least three (3) Business Days' prior irrevocable written notice to the Lender, the Company may at any time in whole permanently terminate, or from time to time in part permanently reduce, the Lender's Commitment to make Revolving Loans; provided, however, that (i) each partial reduction of such Commitment shall be in an integral multiple of $5,000,000 and (ii) no such termination or reduction shall be made which would reduce such Commitment to an amount that is less than the Lender's Credit Exposure.

2. *Maturity; Application of Payments.* The Company shall repay to the Lender on the date that is three hundred sixty-four (364) days after the Effective Date or, if such date is not a Business Day (defined below), on the immediately preceding Business Day (or such earlier date if such amounts have been declared or automatically have become due and payable as provided hereunder) (such date, as may be extended from time to time as provided below, the "Maturity Date"), the aggregate principal amount of the Revolving Loans outstanding on such date (together with any unpaid accrued interest thereon). Whenever any payment (other than on the Maturity Date and including principal of or interest on the Revolving Loans) hereunder shall become due, or otherwise would occur, on a day that is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest, if applicable. All sums received by the Lender from the Company shall be applied (A) *first*, to payment of accrued and unpaid fees, indemnities and expenses due to the Lender in accordance with the terms of this Agreement; (B) *second*, to payment of accrued and unpaid interest due to the Lender hereunder; and (C) *third*, to payment of the outstanding principal amount. The Company shall make all payments required hereunder not later than 12:00 p.m., New York City time, on the date of payment by wire transfer in immediately available funds in U.S. dollars to the Payment Office. For purposes hereof, the "Payment Office" means:

US Bank NA		
ABA#	[	]
A/C #	[	]
Name:	[	]

The initial Maturity Date under this Agreement (and with respect to the related Note (defined below)) may be extended by an additional three hundred sixty-four (364) days with the written consent of the

Lender (acting in its sole discretion). The obligation of the Lender to make Revolving Loans shall automatically terminate on the Maturity Date.

3. *Prepayment.* The Company may, at any time or from time to time, voluntarily prepay Revolving Loans on any Business Day upon irrevocable written notice to the Lender on or prior to the date of such prepayment, in whole or in part without premium, penalty, or termination fee (subject to payment of any breakage costs as provided in Section 2.16 of the Five-Year Competitive Advance and Revolving Credit Facility Agreement, dated as of November 25, 2014, as amended through the Third Amendment dated as of November 5, 2019, and as amended from time to time, subject to clause (v) of the last paragraph of Section 8 hereof (the "Syndicated Credit Agreement"), among the Company, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto, as incorporated by reference in this Agreement in conformity with Section 8 of this Agreement and which constitutes an Incorporated Term (defined below)).

4. *Interest.* (a) Subject to Section 6, interest on any ABR Loans (defined below) shall be due and payable in arrears on the last day of each March, June, September and December and on the Maturity Date. Interest on any LIBOR Loans (defined below) shall be due and payable in arrears on the last day of the Interest Period (defined below) applicable to such Revolving Loans and on the Maturity Date; *provided*, *however*, that if any Interest Period for Revolving Loans exceeds three (3) months, interest with respect to such Revolving Loans shall be due and payable on each day that would have been the last day of the Interest Period for such Revolving Loans had successive Interest Periods of three months' duration been applicable. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any insolvency or bankruptcy proceeding.

Interest shall accrue on the unpaid principal balance of the Revolving Loans from (and including) the relevant Funding Date, at the Company's election, either (a) at a rate per annum equal to the Adjusted LIBO Rate for the Interest Period in effect for such portion of the Revolving Loans plus the Applicable Percentage (computed on the basis of the actual number of days elapsed over a year of 360 day) or (b) at a rate per annum equal to the Alternate Base Rate plus the Applicable Percentage (computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be, for periods during which the Alternate Base Rate is determined by reference to the Prime Rate and 360 days for other periods).

As used herein, the following definitions have the meanings specified below:

"ABR Loans" means Revolving Loans bearing interest at the Alternate Base Rate.

"Adjusted LIBO Rate" means, for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate .

"Alternate Base Rate" means, for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus $^1/_2$ of 1% per annum and (c) the Adjusted LIBO Rate on such day (or if such day is not a Business Day, the immediately preceding Business Day) for a deposit in dollars with a maturity of one month plus 1% per annum; *provided* that if such rate shall be less than 1%, such rate shall be deemed to be 1%. For purposes hereof, "Prime Rate" means a rate per annum equal to the prime rate announced by the Lender from time to time, changing as and when such rate changes; it being understood that the Prime Rate is not necessarily the lowest rate charged to any customer); "Federal Funds Effective Rate" shall mean, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as released on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so released for any day which is a Business Day, the arithmetic average (rounded upwards to the next 1/100th of 1%), as determined by the Lender, of the quotations for the day of

such transactions received by the Lender from three Federal funds brokers of recognized standing selected by it; provided that if such rate shall be less than zero, such rate shall be deemed to be zero. If for any reason the Lender shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate for any reason, including the inability or failure of the Lender to obtain sufficient quotations in accordance with the terms thereof, the Alternate Base Rate shall be determined without regard to clause (b) of the first sentence of this definition until the circumstances giving rise to such inability no longer exist. For purposes of clause (c) above, the Adjusted LIBO Rate on any day shall be based on the rate per annum appearing on the applicable Reuters screen page (currently page LIBOR01) displaying interest rates for dollar deposits in the London interbank market (or, in the event such rate does not appear on a page of the Reuters screen, on the appropriate page of such other information service that publishes such rate as shall be selected by the Lender from time to time in its reasonable discretion) at approximately 11:00 a.m., London time, on such day for deposits in dollars with a maturity of one month; *provided* that if such rate shall be less than zero, such rate shall be deemed to be zero. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective on the effective date of such change in the Prime Rate, the Federal Funds Effective Rate, or the Adjusted LIBO Rate, respectively.

"Applicable Percentage" means (a) 1.45% in the case of LIBOR Loans and (b) 0.45% in the case of ABR Loans.

"Interest Period" means, as to LIBOR Loans, the period commencing on the date that such Revolving Loans are disbursed or converted to or continued as LIBOR Loans or on the last day of the immediately preceding Interest Period applicable to such portion, as the case may be, and ending on the numerically corresponding day (or, if there is no numerically corresponding day, on the last day) in the calendar month that is 1, 2, 3 or 6 months thereafter, as the Company may elect; provided, however, that if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day, unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day. Interest shall accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period.

"Interpolated Screen Rate" means a rate per annum which results from interpolating on a linear basis between (a) the applicable Screen Rate for the longest maturity for which a Screen Rate is available that is shorter than such Interest Period and (b) the applicable Screen Rate for the shortest maturity for which a Screen Rate is available that is longer than such Interest Period, in each case as of 11:00 a.m., London time on the day two (2) Business Days prior to the first day of such Interest Period.

"LIBO Rate" means, with respect to Revolving Loans for any Interest Period, the applicable Screen Rate as of 11:00 a.m., London time on the day two (2) Business Days prior to the first day of such Interest Period.

"LIBOR Loans" means Revolving Loans bearing interest at the Adjusted LIBO Rate.

"Screen Rate" means, in respect of the LIBO Rate for any Interest Period, a rate per annum equal to the London interbank offered rate as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for deposits in the applicable currency (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period as displayed on the Reuters screen page that displays such rate (currently LIBOR01 or LIBOR02) (or, in the event such rate does not appear on a page of the Reuters screen, on the appropriate page of such other information service that publishes such rate as shall be selected by the Lender from time to time in its reasonable discretion); provided that if the Screen Rate, determined as provided above, would be less than zero, the Screen Rate shall for all purposes of this Agreement be zero. If no Screen Rate shall be available for a particular Interest Period but Screen Rates shall be available

for maturities both longer and shorter than such Interest Period, then the Screen Rate for such Interest Period shall be the Interpolated Screen Rate.

"Statutory Reserve Rate" shall mean a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves), expressed as a decimal, established by the Board to which the Lender is subject for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. LIBOR Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to the Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

(b) *LIBOR Replacement.* Notwithstanding the provisions of the subsection (a) above and any provision of the Syndicated Credit Agreement with respect to the replacement of the LIBO Rate, the following provisions shall govern the replacement of the LIBO Rate and related definitions:

The interest rates on the Revolving Loans are determined by reference to the Adjusted LIBO Rate and the Alternate Base Rate, which are derived from LIBOR. Section 4(b)(2) below provides a mechanism for determining an alternative rate of interest if LIBOR is no longer available or in the other circumstances set forth in Section 4(b)(2). The Lender does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to LIBOR or other rates in the definitions of Adjusted LIBO Rate and Alternate Base Rate (to the extent derived from LIBOR) or with respect to any alternative or successor rates thereto, or replacement rates thereof, including without limitation whether any such alternative, successor or replacement reference rate, as it may or may not be adjusted pursuant to Section 4(b)(2), will have the same value as, or be economically equivalent to, the Adjusted LIBO Rate and Alternate Base Rate, as applicable.

(1) Notwithstanding anything to the contrary in this Agreement or any other Loan Document, if the Lender determines (which determination shall be conclusive absent manifest error) that:

(i) deposits of a type and maturity appropriate to match fund the Revolving Loans are not available to the Lender in the relevant market, or

(ii) the interest rate applicable to Revolving Loans for any requested Interest Period is not ascertainable or available (including, without limitation, because the applicable Reuters Screen (or on any successor or substitute page on such screen) is unavailable) or does not adequately and fairly reflect the cost of making or maintaining the Revolving Loans in such portions,

then the Lender shall suspend the availability of LIBOR Loans and require any affected Revolving Loans to be repaid or converted to ABR Loans, subject to the payment of any funding indemnification amounts required by Section 2.16 of the Syndicated Credit Agreement as incorporated herein by reference.

(2) Notwithstanding the foregoing or anything to the contrary in this Agreement or any other Loan Document, if the Lender determines (which determination shall be conclusive absent manifest error) that any one or more of the following (each, a "Benchmark Transition Event") has occurred:

(i) the circumstances set forth in Section 4(b)(1)(ii) have arisen (including, without limitation, a public statement or publication of information by the regulatory supervisor for the administrator of LIBOR described in clause (ii) of this Section 4(b)(2)

announcing that LIBOR is no longer representative) and such circumstances are unlikely to be temporary;

(ii) ICE Benchmark Administration (or any Person that has taken over the administration of LIBOR for deposits in U.S. dollars that is acceptable to the Lender) discontinues its administration and publication of LIBOR for deposits in U.S. dollars;

(iii) a public statement or publication of information by or on behalf of the administrator of LIBOR described in clause (ii) of this Section 4(b)(2) announcing that such administrator has ceased or will cease as of a specific date to provide LIBOR (permanently or indefinitely); provided that, at the time of such statement, there is no successor administrator that is acceptable to the Lender that will continue to provide LIBOR after such specified date;

(iv) a public statement by the supervisor for the administrator of LIBOR described in clause (ii) of this Section 4(b)(2), the U.S. Federal Reserve System, an insolvency official with jurisdiction over such administrator for LIBOR, a resolution authority with jurisdiction over such administrator for LIBOR; or a court or an entity with similar insolvency or resolution authority over such administrator for LIBOR, which states that such administrator of LIBOR has ceased or will cease as of a specific date to provide LIBOR (permanently or indefinitely); provided that, at the time of such statement or publication, there is no successor administrator that is acceptable to the Lender that will continue to provide LIBOR after such specified date; or

(v) U.S. syndicated or bilateral credit facilities denominated in U.S. dollars are being broadly executed or amended, as the case may be, to incorporate or adopt a new benchmark interest rate to replace LIBOR for deposits in U.S. dollars,

then the Lender may amend this Agreement to replace the LIBOR with a Benchmark Replacement. Notwithstanding anything to the contrary in Section 18, any such amendment with respect to a Benchmark Transition Event will become effective without any further action or consent of the Company at 5:00 p.m. (New York City time) on the fifth Business Day after the Lender has provided such proposed amendment to the Company. No replacement of LIBOR with a Benchmark Replacement pursuant to this Section 4(b)(2) will occur prior to the date set forth in the applicable amendment.

In connection with the implementation of a Benchmark Replacement, the Lender will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of the Company.

The Lender will promptly notify the Company of (i) any occurrence of a Benchmark Transition Event (other than pursuant to clause (v) of this Section 4(b)(2)), (ii) the implementation of any Benchmark Replacement, and (iii) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Lender pursuant to this Section 4(b)(2), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in the Lender's sole discretion and without consent from the Company, except, in each case, as expressly required pursuant to this Section 4(b)(2); provided, however, that the Lender shall convert Revolving Loans (or any part thereof at the Adjusted LIBO Rate) to the ABR Loans upon written notice by the Company at any time before 4:00 p.m. (New York City time) of the fifth Business Day after the Lender has provided any proposed amendment to the Company with respect to the replacement of the LIBOR with a Benchmark Replacement.

Upon notice to the Company by the Lender in accordance with Section 13 of the commencement of a Benchmark Unavailability Period and until a Benchmark Replacement is determined in accordance with this Section 4(b)(2), (y) any request pursuant to Section 4(a) that requests the conversion of any of the Revolving Loans to, or continuation of any of the Revolving Loans as, LIBOR Loans may be revoked by the Company and if not revoked shall be ineffective and any such Revolving Loans shall be continued as or converted to, as the case may be, ABR Loans, and (z) if any request pursuant to Section 4(a) requests a borrowing of any LIBOR Loans, such request may be revoked by the Company and if not revoked such borrowing shall be made as ABR Loans.

As used herein, the following definitions have the meanings specified below:

"Benchmark Replacement" means the sum of: (a) an alternate benchmark rate that has been selected by the Lender giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body and (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to LIBOR for U.S. syndicated or bilateral credit facilities denominated in U.S. dollars that are substantially similar to the credit facilities under this Agreement and (b) the Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

"Benchmark Replacement Adjustment" means, with respect to any replacement under this Agreement of LIBOR with an alternative benchmark rate, for each applicable Interest Period, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Lender giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of LIBOR with an alternative benchmark rate by the Relevant Governmental Body and (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of LIBOR with an alternative benchmark rate at such time for U.S. syndicated or bilateral credit facilities denominated in dollars that are substantially similar to the credit facilities under this Agreement, which adjustment or method for calculating or determining such spread adjustment pursuant to clause (b) is published on an information service as selected by the Lender from time to time and as may be updated periodically.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Interest Period," timing and frequency of determining rates and making payments of interest and other administrative matters) that the Lender decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Lender in a manner substantially consistent with then-prevailing market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Lender decides is reasonably necessary in connection with the administration of this Agreement).

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to LIBOR:

(a) in the case of clauses (ii), (iii) or (iv) of Section 4(b)(2), the later of:

(i) the date of the public statement or publication of information referenced therein and

(ii) the date on which the administrator of LIBOR permanently or indefinitely ceases to provide LIBOR;

(b) in the case of clause (i) of Section 4(b)(2), the earlier of

(i) the date of the public statement or publication of information referenced therein; and

(ii) the date specified by the Lender by notice to the Company; and

(c) in the case of clause (v) of Section 4(b)(2), the date specified by the Lender by notice to the Company.

"Benchmark Transition Event" is defined in Section 4(b)(2).

"Benchmark Unavailability Period" means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to LIBOR and solely to the extent that LIBOR has not been replaced hereunder with a Benchmark Replacement, the period (y) beginning at the time that such Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced LIBOR for all purposes under this Agreement and the other Loan Documents in accordance with Section 4(b)(2) and (z) ending at the time that a Benchmark Replacement has replaced LIBOR for all purposes under this Agreement and the other Loan Documents pursuant to Section 4(b)(2).

"Federal Reserve Bank of New York's Website" means the website of the Federal Reserve Bank of New York at http://www.newyorkfed.org or any successor source.

"LIBOR" means the London interbank offered rate (including the LIBO Rate as defined herein).

"Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

5. *Borrowing & Interest Selection Procedures*. Each advance of Revolving Loans shall be made upon the Company's irrevocable notice to the Lender, which written notice (including by means of email to each of the email addresses with respect to the Lender set forth below), substantially in the form of Exhibit B hereto, must be received by the Lender not later than (a) 10:00 a.m., New York City time, two (2) Business Days prior to the requested date of any borrowing of LIBOR Loans or (b) 2:00 p.m. New York City time, on the requested date of any borrowing of ABR Loans. If the Company has not made any election as to whether the requested borrowing shall bear interest at the Adjusted LIBO Rate or the Alternate Base Rate, then such requested borrowing shall bear interest at the Adjusted LIBO Rate. If no Interest Period with respect to any requested borrowing at the Adjusted LIBO Rate is specified in any such notice, then the Company shall be deemed to have selected an Interest Period of one month's duration. Each conversion of any Revolving Loans to LIBOR Loans and each change of Interest Period for any LIBOR Loans shall be made upon the Company's irrevocable notice to the Lender, which may be given by (i) telephone or (ii) in writing (including by means of email to each of the email addresses with respect to the Lender set forth below); *provided* that any telephonic notice must be confirmed immediately by delivery to the Lender of written notice (including by means of email to each of the email addresses with respect to the Lender set forth below). Each such written notice must be received by the Lender not later than (i) 10:00 a.m., New York City time, two (2) Business Days prior to the requested date of any conversion to or continuation of, any LIBOR Loans or (ii) 2:00 p.m., New York City time, on the requested date of any conversion of any ABR Loans. For the avoidance of doubt, in the absence of delivery of a notice of conversion or change as provided above, (i) LIBOR Loans with any Interest Period shall be continued as LIBOR Loans with the same Interest Period and (ii) ABR

Loans shall be continued as ABR Loans. Each borrowing, conversion, or continuation of Revolving Loans pursuant to this section are subject to the following:

(a) if less than all the outstanding principal amount of any borrowing of (i) LIBOR Loans shall be converted or continued, the aggregate principal amount of such borrowing converted or continued shall be in an minimum of $5,000,000 and integral multiples of $1,000,000 in excess thereof, and (ii) ABR Loans shall be converted or continued, the aggregate principal amount of such borrowing converted or continued shall be in an minimum of $1,000,000 and integral multiples of $500,000 in excess thereof;

(b) accrued interest on any Revolving Loan (or portion thereof) being converted shall be paid by the Company at the time of conversion;

(c) if any LIBOR Loan is converted at a time other than the end of the Interest Period applicable thereto, the Company shall pay, upon demand, any amounts due to the Lender pursuant to Section 2.16 of the Syndicated Credit Agreement;

(d) any portion of a Revolving Loan maturing or required to be repaid in less than one month may not be converted into or continued as a LIBOR Loan;

(e) any portion of a LIBOR Loan which cannot be continued as a LIBOR Loan by reason of clause (d) above shall be automatically converted at the end of the Interest Period in effect for such LIBOR Loan into an ABR Loan;

(f) no Interest Period may be selected for any borrowing of LIBOR Loans that would end later than the Maturity Date;

(g) no Revolving Loan may be converted into a Revolving Loan denominated in a different currency;

(h) at any time when there shall have occurred and be continuing any Default or Event of Default, if the Lender shall so notify the Company, no Revolving Loan may be converted into or continued as a LIBOR Loan; and

(i) at no time shall there be more than ten (10) LIBOR Loans outstanding.

6. *Default Interest*. If the Company shall default in the payment of the principal of or interest on any portion of the Revolving Loans or any other amount becoming due hereunder, whether at scheduled maturity, by notice of prepayment, by acceleration or otherwise, the Company shall on demand from time to time from the Lender pay interest, to the extent permitted by law, on such defaulted amount up to (but not including) the date of actual payment (after as well as before judgment) at a rate per annum (computed as provided in Section 4)) equal to (i) in the case of overdue principal of any portion of the Revolving Loans, 2.00% per annum plus the rate otherwise applicable to such Revolving Loans as provided in Section 4 or (ii) in the case of any other amount, 2.00% per annum plus the rate applicable to ABR Loans as provided in Section 4. If at any time when there shall have occurred and be continuing any Default or Event of Default, if the Lender shall so notify the Company, no Revolving Loans may be converted into or continued as LIBOR Loans.

7. *Facility Fee*. The Company agrees to pay to the Lender on each March 31, June 30, September 30 and December 31 (with the first payment being due on June 30, 2020) and on each date on which the Commitment of the Lender to make Revolving Loans shall be terminated as provided herein (and any subsequent date on which such Lender shall cease to have any outstanding Revolving Loans (any amount thereof that is outstanding, the "Credit Exposure")), a facility fee (the "Facility Fee"), at a rate per annum equal to 0.30% of the amount of the Commitment, whether used or unused, during the preceding quarter (or other period commencing on the Effective Date, or ending with the Maturity Date or any date on which the Commitment of the Lender shall be terminated), or, if the Lender continues to have any Credit Exposure after its Commitment terminates, on the daily amount of the Lender's Credit Exposure. The Facility Fee shall be computed on the basis of the actual number of days elapsed

in a year of 365 or 366 days, as the case may be, and payable in arrears. The Facility Fee due to the Lender shall commence to accrue on the Effective Date and shall cease to accrue upon any date on which the Commitment of the Lender to make Revolving Loans shall be terminated or, if the Lender continues to have any Credit Exposure after its Commitment terminates, on the date that the Lender ceases to have any Credit Exposure. Notwithstanding any provision of this Agreement to the contrary, if the Lender becomes a Defaulting Lender, then the Facility Fee shall cease to accrue on the unfunded portion of the aggregate amount of its Commitment hereunder. The Facility Fee shall be paid in arrears in U.S. dollars on the dates due, in immediately available funds. Once paid, the Facility Fee shall not be refundable under any circumstances in the absence of demonstrable error. The Lender shall become a "Defaulting Lender" hereunder once it (a) has failed, within three Business Days of the date required to be funded or paid, to fund any portion of its Revolving Loans, unless such Lender notifies the Company in writing that such failure is the result of the Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Company in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on the Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied), (c) has failed, within three Business Days after written request by the Company made in good faith to provide a certification in writing from an authorized officer of the Lender that it will comply with its obligations to fund prospective Revolving Loans, unless the Lender has notified the Company in writing that such failure is the result of the Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Company's receipt of such certification in form and substance reasonably satisfactory to it, or (d) has become the subject of a Bankruptcy Event or a Bail-In Action.

8. *Incorporated Terms.* The terms "Affiliate", "Board", "Business Day", "Default", "Events of Default", "Financial Officer", and "Person" (collectively, the "Incorporated Defined Terms"), the representations and warranties contained in Article III (Representations and Warranties) of the Syndicated Credit Agreement (the "Incorporated Representations"), the covenants contained in Article V (Affirmative Covenants) and Article VI (Negative Covenants) of the Syndicated Credit Agreement (collectively, the "Incorporated Covenants"), the events of default contained in Article VII (Events of Default) of the Syndicated Credit Agreement (the "Incorporated Events of Default", it being understood and agreed that an Event of Default that has occurred under the Syndicated Credit Agreement shall constitute an Incorporated Event of Default hereunder), Section 1.02 (Terms Generally), Section 1.03 (Accounting Terms; GAAP), Section 1.04 (Classification of Loans and Borrowings), Section 1.07 (Divisions), Section 2.14 (Reserve Requirements; Change in Circumstances), Section 2.15 (Change in Legality), Section 2.16 (Indemnity), Section 2.20 (Taxes), Section 2.21 (Duty to Mitigate; Assignment of Commitments Under Certain Circumstances); Section 10.02 (Survival of Agreement), Section 10.05 (Expenses; Indemnity), Section 10.17 (USA PATRIOT Act), Section 10.19 (Non-Public Information), Section 10.20 (Release of Subsidiary Guarantees), Section 10.21 (Permitted Reorganization), Section 10.22 (Acknowledgement and Consent to Bail-In of EEA Financial Institutions) and Section 10.23 (Acknowledgment Regarding any Supported QFCs) of the Syndicated Credit Agreement (collectively, the "Incorporated Miscellaneous Provisions") and all other relevant provisions of the Syndicated Credit Agreement related thereto, including, without limitation, the defined terms and schedules contained in the Syndicated Credit Agreement which are used in the Incorporated Representations, the Incorporated Covenants, the Incorporated Events of Default and the Incorporated Miscellaneous Provisions (such related provisions, together with the Incorporated Defined Terms, the Incorporated Representations, the Incorporated Covenants, the Incorporated Events of Default and the Incorporated Miscellaneous Provisions collectively, the "Incorporated Terms"), and including all exhibits, schedules and defined terms referred to in the Incorporated Terms, are incorporated herein by reference as if set forth in full herein and shall, consistent with (and not in limitation of) the concept of *mutatis mutandis*, be made

with appropriate substitutions and adjustments or modifications as necessary to maintain the substance of the provisions contained therein, including, without limitation, the following:

(a) all references to "Agreement" or "hereunder" or the like shall be deemed to be references to this Agreement, and all references to "Loan Documents" shall be deemed to be references to this Agreement, the Amended and Restated Fee Letter, the Note, and any amendments, modifications or waivers of the foregoing;

(b) all references to "Company" or "Borrowers" or "Loan Party" or the like shall be deemed to be references to the Company;

(c) all references to "Administrative Agent", "Agent", "Lenders", "Required Lenders", "Lead Arrangers", "Joint Bookrunner", "Issuing Bank", and "Swingline Lenders" shall be deemed to be references to the Lender (except that (i) all references to "Administrative Agent" and "Agent" shall be deemed to be references to the Company if the "Lenders" as defined under the Syndicated Credit Agreement are to deliver notice or another deliverable to such Administrative Agent or Agent which notice or deliverable shall be delivered to the "Company" as defined under the Syndicated Credit Agreement or otherwise trigger or create obligations vis-a-vis the Lenders and the Company and (ii) all references to "Administrative Agent" and "Lenders" in Section 3.05(a) of the Syndicated Credit Agreement shall be deemed to be references to the "Administrative Agent" and "Lenders" each as defined in the Syndicated Credit Agreement);

(d) all references to "Event of Default" shall be deemed to be references to Events of Default under Section 12 hereof, and all references to "Default" or "Event of Default" shall only apply with respect to the Company;

(e) all references to "Loans" or "Borrowings" or the like shall be deemed to be references to Revolving Loans; and

(f) the reference to the fiscal year ended December 31, 2013 in Section 3.05(b) shall be deemed to reference the fiscal year ended December 31, 2019.

The Company acknowledges and agrees that from the Effective Date and thereafter until the later of (i) the Maturity Date and (ii) the date on which the principal of the Revolving Loans and all accrued and unpaid interest thereon and fees hereunder (other than contingent indemnification and expense reimbursement obligations in each case not yet due and payable and for which no claim has been made), have been paid in full in cash, the Incorporated Terms shall be as binding on the Company on as if set forth fully herein. Notwithstanding anything to the contrary contained in this Agreement, it is agreed and understood that (i) the Incorporated Representations contained in Sections 3.05(b) and 3.06(a) of the Syndicated Credit Agreement will only be made as of the Effective Date, to the extent set forth in Section 9 hereof, (ii) all Indebtedness and Liens incurred or outstanding under the Syndicated Credit Agreement shall be permitted without restriction at all times by this Agreement notwithstanding Section 6.01 (Priority Indebtedness) and Section 6.02 (Liens) of the Syndicated Credit Agreement, as such sections are incorporated hereunder as Incorporated Terms hereunder, (iii) any restrictions on Indebtedness, Liens and guarantees that are no more onerous than the restrictions in the Syndicated Credit Agreement shall be permitted without restriction at all times by this Agreement notwithstanding Section 6.05 (Restrictive Agreements) of the Syndicated Credit Agreement, as such section is incorporated hereunder as Incorporated Terms hereunder, (iv) for the avoidance of doubt, the Incorporated Terms shall run in favor of the Lender (rather than the Administrative Agent and lenders and other parties under the Syndicated Credit Agreement as literally provided in the Syndicated Credit Agreement), (v) any amendment, waiver or modification under the Syndicated Credit Agreement that has become effective pursuant to the terms of the Syndicated Credit Agreement that amends, supplements or otherwise modifies any of the Incorporated Terms after the Effective Date shall be given effect for purposes of any such Incorporated Terms under this Agreement and the Loan Documents if

either (aa) the Lender approves such amendment, waiver or modification in its capacity as a Lender under the Syndicated Credit Agreement or (bb) the Lender acknowledges and agrees that such amendment, waiver or modification is given effect with respect to the Incorporated Terms for purposes of this Agreement and the other Loan Documents; (vi) in the event that the Lender ceases to be a lender under the Syndicated Credit Agreement, or the Syndicated Credit Agreement is terminated for any reason, or if the Syndicated Credit Agreement is amended, restated, supplemented, modified, waived, refinanced, repaid, terminated or replaced by another credit agreement, the term "Syndicated Credit Agreement" as used herein for purposes of incorporating the provisions thereunder to be Incorporated Terms hereunder (but not for other purposes) shall be deemed to refer to the Syndicated Credit Agreement as in effect on the Effective Date after giving effect to clause (v) above, notwithstanding the Lender ceasing to be a lender under the Syndicated Credit Agreement or such amendment, restatement, supplement, modification, waiver, refinancing, repayment, termination or replacement, as applicable, in each case with all such provisions thereof remaining in effect for purposes of this Agreement; and (vii) capitalized terms used in the Incorporated Terms that are defined in both the Syndicated Credit Agreement and this Agreement shall have the meanings assigned to such terms in this Agreement unless otherwise indicated herein. The Company and the Lender acknowledge and agree that the covenants made by the Company in this paragraph, and all Events of Default to which it is subject under this Agreement, are subject to all applicable cure and grace periods expressly provided for in the Syndicated Credit Agreement. Any financial statements, certificates or other documents delivered under the Syndicated Credit Agreement shall be deemed delivered to the Lender hereunder; *provided* that (x) the requirement to deliver any such financial statements, certificates and other documents required to be delivered by the covenants and agreements so incorporated herein by reference shall survive any termination, cancellation, discharge or replacement of the Syndicated Credit Agreement (or any amendment, waiver or modification thereof) and (y) if the Lender is not a lender under the Syndicated Credit Agreement, the Company shall cause all such financial statements, certificates and other documents to be delivered to the Lender (unless filed with the Securities and Exchange Commission or otherwise filed for public disclosure).

9. *Equal and Ratable Treatment.* (a) If any Subsidiary of the Company guarantees any obligations of the Company under (i) the Syndicated Credit Agreement or (ii) that certain credit agreement, dated on or around the date hereof, between the Company and BNP Paribas (the "BNP Agreement") then the Company shall cause such Subsidiary to become a guarantor under this Agreement pursuant to a guarantee agreement that is substantially the same (*mutatis mutandis*). (b) If the Company or any of its Subsidiaries grants any Liens with respect to its obligations under (i) the Syndicated Credit Agreement or (ii) the BNP Agreement, then the Company shall grant, or cause such Subsidiary to grant, the Lender an equal and ratable Lien securing the Obligations.

10. *Closing Conditions.* This Agreement (and the obligation of the Lender to make Revolving Loans hereunder) shall become effective on the date hereof upon receipt by the Lender or waiver of each of the following items (the "Effective Date"):

(a) (i) a counterpart of this Agreement from each of the Company and the Lender and (ii) a revolving promissory note evidencing the Revolving Loans, substantially in the form of Exhibit A attached hereto (the "Note"), signed by the Company;

(b) a favorable written opinion of (i) Fried, Frank, Harris, Shriver & Jacobson LLP, counsel for the Company, and (ii) in-house counsel of the Company, each dated the Effective Date and addressed to the Lender and satisfactory to the Lender (it being understood that an opinion substantially similar to the opinions delivered in connection with the closing of the Syndicated Credit Agreement shall be deemed satisfactory to the Lender);

(c) (i) a copy of the certificate of incorporation, including all amendments thereto, of the Company, certified as of a recent date by the Secretary of State of its state of incorporation, and a certificate as to the existence of the Company as of a recent date from such Secretary of State; (ii) a

certificate of the Secretary or an Assistant Secretary of the Company dated as of the Effective Date and certifying (A) that attached thereto is a true and complete copy of the by-laws of the Company as in effect on the Effective Date and at all times since a date prior to the date of the resolutions described in (B) below, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the board of directors of the Company authorizing the execution, delivery and performance of the Loan Documents and, in respect of the Company, the borrowing hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (C) that the certificate of incorporation referred to in clause (i) above has not been amended since the date of the last amendment thereto shown on the certificate of existence furnished pursuant to such clause (i) and (D) as to the incumbency and specimen signature of each officer executing this Agreement or any other document delivered in connection herewith on behalf of the Company; and (iii) a certificate of another officer of the Company as to the incumbency and specimen signature of the Secretary or Assistant Secretary executing the certificate pursuant to (ii) above;

(d) a certificate, dated the Effective Date and signed by a Financial Officer of the Company, confirming that (i) the Incorporated Representations are true and correct in all material respects on and as of the Effective Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct in all material respects on and as of such earlier date and (ii) no Event of Default or Default shall have occurred and be continuing as of the Effective Date and immediately after the funding of Revolving Loans, if any, to be made on the Effective Date;

(e) all fees and other amounts due and payable for the Lender's account on or prior to the Effective Date, in each case in accordance with and pursuant to the Amended and Restated Fee Letter; and

(f) all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act.

11. *Funding Conditions.* The obligations of the Lender to make Revolving Loans on any Funding Date is subject to receipt by the Lender or waiver of the following items:

(a) a certification, dated the Funding Date and signed by a Financial Officer of the Company, which may be provided in the notice of borrowing required by clause (b) below, confirming that (i) the Incorporated Representations (other than Sections 3.05(b) and 3.06(a) of the Syndicated Credit Agreement incorporated hereto) are true and correct in all material respects on and as of the Funding Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct in all material respects on and as of such earlier date and (ii) no Event of Default or Default shall have occurred and be continuing as of the Funding Date or immediately after such borrowing; and

(b) by no later than the applicable date and time required for notices of borrowing set forth above in Section 5, a request for Revolving Loans with disbursement instructions attached thereto substantially in the form of Exhibit B hereto.

12. *Event of Default.* Upon the occurrence and during the continuance of any Event of Default (except for an Event of Default described in paragraph (g) or (h) of Article VII of the Syndicated Credit Agreement), upon notice by the Lender to the Company, the Lender may declare the Revolving Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Revolving Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued fees and all other liabilities of the Company accrued hereunder, shall become due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived

anything contained herein to the contrary notwithstanding; and, in the case of any Event of Default described in paragraph (g) or (h) of Article VII of the Syndicated Credit Agreement (as incorporated by reference in this Agreement), the principal of the Revolving Loans then outstanding, together with accrued interest thereon and any unpaid accrued fees and all other liabilities of the Company accrued hereunder shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding.

13. *Notices.* All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") shall be in writing (unless expressly permitted in this Agreement to be given by telephone) and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax or by electronic communication. Notices also may be given in any manner to which the parties may separately agree. Without limiting the foregoing, first-class mail, email, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices; *provided* that Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by fax and electronic communications shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Regardless of the manner in which provided, Notices may be sent to a party's address as set forth below or to such other address as any party may give to the other for such purpose in accordance with this paragraph:

To the Company:	ITT INC. 1133 Westchester Avenue White Plains, New York 10604 Attention: Thomas Scalera, Chief Financial Officer Fax No.: 914-696-2960 E-mail: thomas.scalera@itt.com
To the Lender:	U.S. BANK NATIONAL ASSOCIATION Three Bryant Park New York, NY 10036 Attention: Andrew Armour, Vice President Fax No.: (917) 256-2830 E-mail: andrew.armour@usbank.com
With copies to:	NCB.Northeast@usbank.com; CommercialCustServicecincinnati1@usbank.com; and U.S. BANK NATIONAL ASSOCIATION 425 Walnut Street, 8th Floor Cincinnati, OH 45202 Attention: Kenneth R. Fieler, Vice President Fax No.: (513) 632-2068 Email: kenneth.fieler@usbank.com

14. *Expenses; Indemnity*. Section 10.05 (Expenses; Indemnity) of the Syndicated Credit Agreement is incorporated by reference in this Agreement in conformity with Section 8 of this Agreement.

15. *Right of Setoff.* In addition to any rights and remedies of the Lender provided by law, if an Event of Default shall have occurred and be continuing, the Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Lender to or for the credit or obligations of the Company now or hereafter existing under any Loan Document held by the Lender, irrespective of whether or not the Lender shall have made any

demand thereunder and although such obligations may be unmatured. The Lender agrees promptly to notify the Company after any such setoff and application made by the Lender, provided that the failure to give such notice shall not affect the validity of such setoff and application.

16. *Headings*. Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

17. *Severability*. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The Company and the Lender shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

18. *Counterparts.* This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed by facsimile or other electronic means (including, without limitation, "pdf" or DocuSign). Delivery by telecopier or other electronic means (including, without limitation, "pdf" or DocuSign) of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

19. *Waivers; Amendment.* No provision of this Agreement or any other Loan Document may be waived, amended, supplemented or modified, except by a written instrument executed by the Company and the Lender. This Agreement and the other Loan Documents and that certain Amended and Restated Fee Letter, dated April 20, 2020 between the Company and the Lender (the "Amended and Restated Fee Letter") together embody the entire agreement and understanding among the Company and the Lender with respect to the Revolving Loans and the specific matters hereof and supersede all prior agreements and understandings relating to the specific matters hereof.

20. ***JURISDICTION; FORUM; CONSENT TO SERVICE OF PROCESS.*** **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

The Company and the Lender each hereby irrevocably and unconditionally: (a) submits, for itself and its property, to the exclusive jurisdiction of any New York state court or federal court of the United States of America sitting in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment in respect hereof or thereof, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York state court or, to the extent permitted by law, in such federal court; (b) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law; (c) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or thereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to any Loan Document in any New York state or federal court; (d) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court; (e) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to its address set forth above or to such other address of which the Company or the Lender, as applicable,

shall have notified the other party in writing; and (f) agrees that nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

21. ***WAIVER OF JURY TRIAL*. THE COMPANY AND THE LENDER EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

22. *No Fiduciary Relationship*. The Company, on behalf of itself and the Subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Company, the Subsidiaries and their Affiliates, on the one hand, and the Lender, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Lender, and no such duty will be deemed to have arisen in connection with any such transactions or communications.

23. *Acknowledgment; Syndicated Credit Agreement*. The Company and the Lender acknowledge that the Lender is currently a lender under the Syndicated Credit Agreement, and the Company's and the Lender's (and each of their Affiliates', respectively) rights and obligations under any other agreement between the Company and the Lender (or any of their Affiliates, respectively) (including the Syndicated Credit Agreement) that currently or hereafter may exist are, and shall be, separate and distinct from the rights and obligations of the parties pursuant to this Agreement and the other Loan Documents, and none of such rights and obligations under such other agreements shall be affected by the Lender's performance or lack of performance of services hereunder. Notwithstanding any other provision of this Agreement or any other Loan Document, the terms of this paragraph shall survive repayment of the Revolving Loans and all other amounts payable hereunder and the expiration or termination of this Agreement for any reason whatsoever.

24. *Binding Effect*. This Agreement shall become effective on the Effective Date and when it shall have been executed by the Company and the Lender and when the Lender shall have received copies of this Agreement (telecopied or otherwise), and thereafter shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and permitted assigns. The Company shall not assign any rights hereunder or any interest herein without the prior consent of the Lender.

25. *Successors and Assigns*. The Lender may assign to one or more Eligible Assignees all or a portion of its interests, rights and obligations under this Agreement (including all or a portion of its Revolving Loans at the time owing to it); provided, however, that (i) such assignment shall be subject to the prior written consent (not to be unreasonably withheld or delayed) of the Company, unless (x) the assignee in such assignment is a "Lender" (as defined in the Syndicated Credit Agreement), an Affiliate of the Lender or a "Lender" (as defined in the Syndicated Credit Agreement), or an Approved Fund, or (y) an Event of Default has occurred and is continuing; provided that the Company shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Lender within ten (10) Business Days after having received notice thereof, (ii) the portion of the Revolving Loans assigned (determined as of the initial date of each assignment with respect to such assignment) shall not be less than $5,000,000, except in the event that the amount of the Revolving Loans of such assigning Lender remaining after such assignment shall be zero or if such assignee is a "Lender" (as defined in the Syndicated Credit Agreement), an Affiliate of the Lender or a "Lender" (as defined in the Syndicated Credit Agreement), or an Approved Fund, and (iii) no assignment shall be made to a prospective assignee that bears a relationship to the Company described in Section 108(e)(4) of the Internal Revenue Code of 1986, as the same may be amended from time to time, and the Treasury regulations promulgated thereunder (the "Code") without the prior written consent of the Company in its sole discretion. From and after the effective date of any assignment of any portion of the Revolving Loans or portion thereof, (A) the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such assignment, have the rights and assume the obligations of the Lender under this Agreement and (B) the assigning Lender thereunder shall, to the extent of the interest assigned by

such assignment, be released from its obligations under this Agreement (and, in the case of an assignment covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such assigning Lender shall cease to be a party hereto (but shall continue to be entitled to the benefits of Sections 2.14, 2.16, 2.20 and 10.05 of the Syndicated Credit Agreement incorporated in this Agreement as Incorporated Miscellaneous Provisions)). As used herein, (a) "Eligible Assignee" means (i) a "Lender" (as defined in the Syndicated Credit Agreement), (ii) an Affiliate of the Lender or a "Lender" (as defined in the Syndicated Credit Agreement), (iii) an Approved Fund and (iv) any other Person, other than, in each case, a natural person, the Company or any Affiliate of the Company and (b) "Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course and that is administered or managed by (i) the Lender or a "Lender" (as defined in the Syndicated Credit Agreement), (ii) an Affiliate of the Lender or a "Lender" (as defined in the Syndicated Credit Agreement) or (iii) an entity or an Affiliate of an entity that administers or manages the Lender or a "Lender" (as defined in the Syndicated Credit Agreement).

The Lender may at any time, without the consent of, or notice to, the Company, sell participations to any Person (each, a "Participant") in all or a portion of the Lender's rights and/or obligations under this Agreement (including all or a portion of the Revolving Loans); provided that (i) the Lender's obligations under this Agreement shall remain unchanged, (ii) the Lender shall remain solely responsible to the Company for the performance of such obligations, (iii) the Company shall continue to deal solely and directly with the Lender in connection with the Lender's rights and obligations under this Agreement, and (iv) no participation shall be made to a prospective Participant that bears a relationship to the Company described in Section 108(e)(4) of the Code without the prior written consent of the Company in its sole discretion. The Company agrees that each Participant shall be entitled to the benefits of Sections 2.14, 2.16 and 2.20 of the Syndicated Credit Agreement (as incorporated by reference in this Agreement) (subject to the requirements and limitations therein) to the same extent as if it were a Lender; provided that such Participant shall not be entitled to receive any greater payment under Sections 2.14, 2.16 or 2.20 of the Syndicated Credit Agreement (as incorporated by reference in this Agreement), with respect to any participation, than its participating Lender would have been entitled to receive. To the extent permitted by applicable law, each Participant also shall be entitled to the benefits of this Section 25 as though it were a Lender; provided, however, that such Participant shall assume the obligations of the Lender hereunder, as applicable. Notwithstanding any of the foregoing, in no event shall the Lender agree with any Participant to take or refrain from taking any action hereunder except that the Lender may agree with the Participant that it will not, without the consent of the Participant, agree to (i) increase or extend the term of the Lender's Commitment to make Revolving Loans, or extend the time or waive any requirement for the reduction or termination, of the Lender's Commitment to make Revolving Loans, (ii) extend the date fixed for the payment of principal of or interest on the related Loans or any portion of any fee hereunder payable to the Participant, (iii) reduce the amount of any such payment of principal or (iv) reduce the rate at which interest is payable thereon, or any fee hereunder payable to the Participant, to a level below the rate at which the Participant is entitled to receive such interest or fee.

The Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement and the other Loan Documents to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, *provided* that no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

The Lender shall maintain a register (the "Register") for the recordation of (i) the names and addresses of any assignee or Participant of all or any portion of the Lender's rights and/or obligations under this Agreement and the other Loan Documents, including the principal amount (and stated interest) owing to such assignee or Participant. The entries in the Register shall be conclusive, in the absence of manifest error, and the Company and the Lender shall treat each person whose name is recorded in the Register as the owner of the rights and/or obligations recorded therein for all purposes of this Agreement and

the other Loan Documents. The Register shall be available for inspection by the Company at any reasonable time and from time to time upon reasonable prior notice. This paragraph shall be construed so that this Agreement and the other Loan Documents are at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code.

26. *Document Imaging and Electronic Transactions*. The Company hereby acknowledges the receipt of a copy of the Agreement and all other Loan Documents. The Lender may, on behalf of the Company, create a microfilm or optical disk or other electronic image of the Agreement and any or all of the Loan Documents. The Lender may store each such electronic image in its electronic form and then destroy the paper original as part of the Lender's normal business practices, with the electronic image deemed to be an original and of the same legal effect, validity, and enforceability as the paper original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Company and the Lender have caused this Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

ITT INC.,

an Indiana corporation,
as Company

By: /s/ Michael Savinelli
Name: Michael Savinelli

Title: Vice President, Chief Tax Officer,
Treasurer and Assistant Secretary

U.S. BANK NATIONAL ASSOCIATION,
as Lender

By: /s/ Kenneth R. Fieler

Name: Kenneth R. Fieler

Title: Vice President

EXHIBIT A

[Form of Promissory Note]

Promissory Note

[Date]

FOR VALUE RECEIVED, ITT INC., an Indiana corporation (the "Borrower"), hereby promises to pay to U.S. BANK NATIONAL ASSOCIATION, or its successors and permitted assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the unpaid principal amount of the Revolving Loans made by the Lender to the Borrower under that certain Credit Agreement, dated as of April 29, 2020 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement"; the terms defined therein being used herein as therein defined), by and between the Borrower and the Lender.

The Borrower promises to pay interest on the unpaid principal amount of the Revolving Loans made by the Lender from the Effective Date until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Lender in U.S. dollars in immediately available funds to the Payment Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Promissory Note (this "Note") is the revolving promissory note referred to in the Credit Agreement and the holder is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and during the continuance of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement. The Revolving Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of the Revolving Loans and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

Delivery of an executed counterpart of a signature page of this Note by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Note.

THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE BORROWER UNDER THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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ITT INC.,
an Indiana corporation

By: /s/ Michael Savinelli

Name: Michael Savinelli

Title: Vice President, Chief Tax Officer,
Treasurer and Assistant Secretary

EXHIBIT B

[Form of Borrowing Request]

[Date]

U.S. Bank National Association
425 Walnut Street
8th Floor
Cincinnati, OH 45202
Attention: Kenneth R. Fieler, Vice President

U.S. Bank National Association
Three Bryant Park
New York, NY 10036
Attention: Andrew Armour, Vice President

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated April [__], 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), among ITT Inc., an Indiana corporation (the "***Borrower***") and U.S. Bank National Association (the "***Lender***"). Capitalized terms used herein which are not defined herein are used as defined in the Credit Agreement.

1. Pursuant to Section 5 of the Credit Agreement, the Borrower hereby gives notice of its intention to borrow the following Revolving Loans under the Credit Agreement (each, a "***Borrowing***"):

(A) Date of the Borrowing (which is a Business Day) (the "***Borrowing Date***") : _____

(B)	**Interest Type**	**Principal Amount**	**Interest Period**
	[Adjusted LIBO Rate / Alternate Base Rate]	$_____	__month(s)

2. The location and account to which funds are to be disbursed is the following:

Bank Name: [_____]
ABA Routing Number: [_____]
Account Number: [_____]
Account Name: [_____]

3. The Borrower hereby certifies that on the date hereof and on the Borrowing Date set forth above, and immediately after giving effect to the Borrowing requested hereby, (i) no Event of Default or Default has or shall have occurred and be continuing and (ii) the Incorporated Representations (other than Sections 3.05(b) and 3.06(a) of the Syndicated Credit Agreement incorporated hereto) are true and correct in all material respects (without duplication of any materiality qualifiers), in each case with the same effect as though such representations and warranties had been made on the date hereof (except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct in all material respects (without duplication of any materiality qualifiers) on and as of such earlier date).

4. This Borrowing Request shall in all respects be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Borrower has duly executed this Borrowing Request as of the date and year first written above.

Very truly yours,

ITT INC.,

an Indiana corporation

By: __
Name:

Title:

EXHIBIT 10.6

EXECUTION VERSION

CREDIT AGREEMENT

CREDIT AGREEMENT (this "Agreement"), dated as of April 29, 2020, by and between ITT INC. (f/k/a ITT CORPORATION), an Indiana corporation (the "Company"), and BNP PARIBAS (together with its successors and permitted assigns, the "Lender").

1. *Commitment.* (a) Subject to the terms and conditions set forth herein, the Lender agrees to make revolving loans (each, a "Revolving Loan" and, collectively, the "Revolving Loans") to the Company in U.S. dollars, at any time and from time to time on and after the Effective Date (each such time, a "Funding Date") to but excluding the Maturity Date in an aggregate principal amount not to exceed SEVENTY FIVE MILLION DOLLARS ($75,000,000.00) (such amount, the "Commitment"). The Company may request the making of a Revolving Loan by delivery of a borrowing notice pursuant to Section 5 hereof. Within the foregoing limits, the Company may borrow, pay or prepay and reborrow Revolving Loans hereunder, on and after the Effective Date, subject to the terms, conditions and limitations set forth herein.

   The Commitment, the Revolving Loans and the Company's obligation to repay the Revolving Loans with interest in accordance with the terms of this Agreement shall be evidenced by this Agreement and the records of the Lender, which records shall be *prima facie* evidence, absent manifest error, of the Commitment, the Revolving Loans and all payments made in respect thereof.

   (b) The Lender's Commitment shall automatically and permanently terminate on the Maturity Date, if not terminated earlier pursuant to the terms hereof. Upon at least 3 Business Days' prior irrevocable written notice to the Lender, the Company may at any time in whole permanently terminate, or from time to time in part permanently reduce, the Lender's Commitment to make Revolving Loans; *provided*, *however*, that (i) each partial reduction of such Commitment shall be in an integral multiple of $5,000,000 and (ii) no such termination or reduction shall be made which would reduce the Lender's Commitment to an amount less than the outstanding principal amount of Revolving Loans.

2. *Maturity; Application of Payments.* The Company shall repay to the Lender on the date that is three hundred sixty-four (364) days after the Effective Date or, if such date is not a Business Day (defined below), on the immediately preceding Business Day (or such earlier date if such amounts have been declared or automatically have become due and payable as provided hereunder) (such date, as may be extended from time to time as provided below, the "Maturity Date") the aggregate principal amount of the Revolving Loans outstanding on such date (together with any unpaid accrued interest thereon and any other amounts owing under the Loan Documents). Whenever any payment (including principal of or interest on the Revolving Loans) hereunder shall become due (other than on the Maturity Date), or otherwise would occur, on a day that is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest, if applicable. All sums received by the Lender from the Company shall be applied (A) *first*, to payment of accrued and unpaid fees, indemnities and expenses due to the Lender in accordance with the terms of this Agreement; (B) *second*, to payment of accrued and unpaid interest due to the Lender hereunder; and (C) *third*, to payment of the outstanding principal amount of the Revolving Loans. The Company shall make all payments required hereunder not later than 12:00 p.m., New York City time, on the date of payment in immediately available funds in U.S. dollars to an account instructed by the Lender, such instructions to be furnished to the Company separately by the Lender. The obligation of the Lender to make Revolving Loans shall automatically terminate upon the termination of its Commitment.

3. *Prepayment.* The Company may, at any time or from time to time, voluntarily prepay Revolving Loans (together with any unpaid accrued interest thereon and any other additional amounts owing under the Loan Documents) on any Business Day, upon irrevocable written notice to the Lender not later than 11:00 a.m. three Business Days (in the case of Adjusted LIBO Rate) and one Business Day (in the case of Alternate Base Rate) prior to the date of such prepayment, in whole or in part without premium, penalty, or termination fee (subject to payment of any breakage costs as provided in Section 8(a) hereof). Each such prepayment shall be in an amount that is an integral multiple of $5,000,000 and not less than $10,000,000 (or if less, the aggregate amount of all amounts outstanding under this Agreement). Any prepayment of the principal amount of the Revolving Loans shall be accompanied by the payment of the accrued interest thereon to the date of such prepayment and, for the avoidance of doubt, any breakage costs as provided in Section 8(a) hereof.

4. *Interest.* Subject to Section 6, interest on the Revolving Loans bearing interest at the Alternate Base Rate (defined below) shall be due and payable in arrears on the last day of each March, June, September and December and on the Maturity Date. Interest on the Revolving Loans bearing interest at the Adjusted LIBO Rate shall be due and payable in arrears on the last day of the Interest Period (defined below) applicable to such Revolving Loans and on the Maturity Date; ***provided***, ***however***, that if any Interest Period for the Revolving Loans exceeds three (3) months, interest with respect to such Revolving Loans shall be due and payable on each day that would have been the last day of the Interest Period for such Revolving Loans had successive Interest Periods of three months' duration been applicable. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any insolvency or bankruptcy proceeding.

   Interest shall accrue on the unpaid principal balance of the Revolving Loans from (and including) the relevant Funding Date of such Revolving Loans, at the Company's election, either (a) at a rate per annum equal to the Adjusted LIBO Rate for the Interest Period in effect for such portion of the Revolving Loans plus the Applicable Percentage (computed on the basis of the actual number of days elapsed over a year of 360 day) or (b) at a rate per annum equal to the Alternate Base Rate plus the Applicable Percentage (computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be, for periods during which the Alternate Base Rate is determined by reference to the Prime Rate and 360 days for other periods). "Applicable Percentage" means 1.55% in the case of Revolving Loans bearing interest at the Adjusted LIBO Rate and 0.55% in the case of Revolving Loans bearing interest at the Alternate Base Rate.

   As used herein, "Interest Period" means, as to the Revolving Loans bearing interest at the Adjusted LIBO Rate, the period commencing on the date any such Revolving Loan is disbursed or converted to or continued as bearing interest at the Adjusted LIBO Rate or on the last day of the immediately preceding Interest Period applicable to such Revolving Loan, as the case may be, and ending on the numerically corresponding day (or, if there is no numerically corresponding day, on the last day) in the calendar month that is 1, 2, 3 or 6 months thereafter, as the Company may elect; provided, however, that if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day, unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day. Interest shall accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period.

5. *Borrowing & Interest Selection Procedures*. Each advance of Revolving Loans shall be made upon the Company's irrevocable notice to the Lender, which written notice (including by means of email to each of the email addresses with respect to the Lender set forth below), substantially in the form of Exhibit A hereto, must be received by the Lender not later than 11:00 a.m., New York City time, (a) three (3) Business Days prior to the requested date of the borrowing of the Revolving Loans if such Revolving Loans shall bear interest at the Adjusted LIBO Rate or (b) on the requested date of the borrowing of the Revolving Loans if such Revolving Loans shall bear interest at the Alternate Base Rate. If the Company has not made any election as to whether the requested borrowing shall bear interest at the Adjusted LIBO Rate or the Alternate Base Rate, then such requested borrowing shall bear interest at

the Adjusted LIBO Rate. If no Interest Period with respect to any requested borrowing at the Adjusted LIBO Rate is specified in any such notice, then the Company shall be deemed to have selected an Interest Period of one month's duration. Each conversion of the Revolving Loans to interest bearing the Adjusted LIBO Rate or the Alternate Base Rate, as the case may be, and each change of Interest Period for the Revolving Loans bearing interest at the Adjusted LIBO Rate shall be made upon the Company's irrevocable notice to the Lender, which may be given by (i) telephone or (ii) in writing (including by means of email to each of the email addresses with respect to the Lender set forth below); *provided* that any telephonic notice must be confirmed immediately by delivery to the Lender of written notice (including by means of email to each of the email addresses with respect to the Lender set forth below). Each such written notice must be received by the Lender not later than 11:00 a.m., New York City time, (i) three (3) Business Days prior to the requested date of any conversion to or continuation of, Revolving Loans bearing interest at the Adjusted LIBO Rate or (ii) on the requested date of any conversion of Revolving Loans bearing interest at the Alternate Base Rate. For the avoidance of doubt, in the absence of delivery of a notice of conversion or change as provided above, (i) if a Revolving Loan is bearing interest at the Adjusted LIBO Rate, it shall be continued as a Revolving Loan bearing interest at the Adjusted LIBO Rate with the same Interest Period and (ii) if a Revolving Loan is bearing interest at the Alternate Base Rate, it shall be continued as a Revolving Loan bearing interest at the Alternate Base Rate. Notwithstanding the foregoing, upon the occurrence and during the continuation of any Default or Event of Default, the Revolving Loans may not be converted into or continued as Revolving Loans bearing interest at the Adjusted LIBO Rate.

6. *Default Interest.* If the Company shall default in the payment of the principal of or interest on any portion of the Revolving Loans or any other amount becoming due hereunder, whether at scheduled maturity, by notice of prepayment, by acceleration or otherwise, the Company shall on demand from time to time from the Lender pay interest, to the extent permitted by law, on such defaulted amount up to (but not including) the date of actual payment (after as well as before judgment) at a rate per annum (computed as provided in Section 4)) equal to (i) in the case of overdue principal of any portion of such Revolving Loans, 2.00% per annum plus the rate otherwise applicable to the Revolving Loans as provided in Section 4 or (ii) in the case of any other amount, 2.00% per annum plus the rate applicable to such Revolving Loans bearing interest at the Alternate Base Rate as provided in Section 4.

7. *Unused Commitment Fee.* The Company agrees to pay the Lender on each March 31, June 30, September 30 and December 31 (with the first payment being due on June 30, 2020) and on each date on which the Commitment of the Lender to make Revolving Loans shall be reduced or terminated as provided herein, an unused commitment fee (the "Unused Commitment Fee"), at a rate per annum equal to 0.35% of the actual daily difference between (i) the aggregate amount of such Commitment and (ii) the aggregate principal amount of all outstanding Revolving Loans (it being understood that if the Lender's Commitment is terminated or reduced in full or in part pursuant to Section 1(b), the Company shall pay to the Lender, on the date of each reduction or termination of the Commitment, the Unused Commitment Fee on the amount of the Commitment terminated or reduced accrued through the date of such termination or reduction). The Unused Commitment Fee shall be computed on the basis of the actual number of days elapsed in a year of 365 or 366 days, as the case may be, and payable in arrears. The Unused Commitment Fee due to the Lender shall commence to accrue on the Effective Date and shall cease to accrue upon the termination in full of the Commitment of the Lender to make Revolving Loans. Notwithstanding any provision of this Agreement to the contrary, if the Lender becomes a Defaulting Lender, then the Unused Commitment Fee shall cease to accrue on the unfunded portion of its Commitment hereunder. The Lender shall become a "Defaulting Lender" hereunder once it (a) has failed, within three Business Days of the date required to be funded or paid, to fund any portion of its Revolving Loans, unless such Lender notifies the Company in writing that such failure is the result of the Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Company in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on the Lender's good faith determination that a condition precedent (specifically

identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied), (c) has failed, within three Business Days after written request by the Company made in good faith to provide a certification in writing from an authorized officer of the Lender that it will comply with its obligations to fund prospective Revolving Loans, unless the Lender has notified the Company in writing that such failure is the result of the Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Company's receipt of such certification in form and substance reasonably satisfactory to it, or (d) has become the subject of a Bankruptcy Event or a Bail-In Action.

8. *Break Funding; Alternative Interest Rate.* (a) The Company agrees to reimburse the Lender, upon demand, for any loss, cost or expense which the Lender may sustain as a result of the Company's failure to borrow any Revolving Loans on the date requested after giving irrevocable notice of such borrowing, any payment of Revolving Loans on a date other than the last day of the Interest Period for any such Revolving Loans bearing interest at the Adjusted LIBO Rate, or the last day of each March, June, September and December in accordance with Section 4 above for any such Revolving Loans bearing interest at the Alternate Base Rate, or the failure to repay the same or any interest thereon on the Maturity Date thereof, including but not limited to, any loss in liquidating or reemploying deposits from third parties or fees payable to terminate such deposits. The Lender shall furnish the Company a certificate setting forth the basis and amount of each request by the Lender for compensation under this clause (a). The Lender's determination with respect to the foregoing shall be conclusive and binding absent manifest error. The provisions of this Section 8(a) shall survive the termination of this Agreement and remain in full force and effect.

(b) Unless and until a Benchmark Replacement is implemented in accordance with clause (c) below, if on or prior to the first day of any Interest Period for the Revolving Loans bearing interest at the Adjusted LIBO Rate: (x) the Lender determines that adequate and reasonable means do not exist for ascertaining the LIBO Rate to be used in determining the interest rate applicable to the Revolving Loans; or (y) the Lender determines that the Adjusted LIBO Rate as determined by the Lender will not adequately and fairly reflect the cost to the Lender of funding the Revolving Loans for such Interest Period, the Lender shall forthwith give notice thereof to the Company, whereupon until the Lender notifies the Company that the circumstances giving rise to such suspension no longer exist, the obligations of the Lender to make Revolving Loans bearing interest at the Adjusted LIBO Rate shall be suspended. If the obligations of the Lender have been suspended pursuant to this clause (b), unless the Company notifies the Lender at least two Business Days before the date of borrowing that it elects not to borrow on such date, such borrowing shall instead be made as a Revolving Loan bearing interest at the Alternate Base Rate. Each determination by the Lender hereunder shall be conclusive absent manifest error.

(c) (1) Without prejudice to any other provision of this Agreement, the Company acknowledges and agrees for the benefit of the Lender: (a) the Adjusted LIBO Rate (i) may be subject to methodological or other changes in conformity with the terms of this Agreement, which could affect its value, (ii) may not comply with applicable laws and regulations (such as the Regulation (EU) 2016/1011 of the European Parliament and of the Council, as amended (EU Benchmarks Regulation)) and/or (iii) may be permanently discontinued due to a Benchmark Transition Event; and (b) the occurrence of any of the aforementioned events and/or a Benchmark Transition Event may have adverse consequences which may materially impact the economics of the financing transactions contemplated under this Agreement.

(2) Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, the Lender and the Company may amend this Agreement to replace the Adjusted LIBO Rate with a Benchmark Replacement in accordance with this Section 8(c); provided that, (i) if no such amendment is signed prior to the end of the relevant Interest Period of any outstanding Revolving Loan bearing interest at the Adjusted LIBO rate, such Revolving Loan shall be converted to a Revolving Loan bearing interest

at the Alternate Base Rate, and (ii) until such amendment is signed, the obligation of the Lender to make Revolving Loans bearing interest at the Adjusted LIBO Rate shall be suspended. No replacement of the Adjusted LIBO Rate with a Benchmark Replacement pursuant to this Section 8(c) will occur prior to the applicable Benchmark Transition Start Date.

(3) In connection with the implementation of a Benchmark Replacement, the Lender will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of the Company.

(4) The Lender will promptly notify the Company of (i) any occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date and Benchmark Transition Start Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes and (iv) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Lender pursuant to this Section 8(c), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in the Lender's sole discretion and without consent from the Company, except, in each case, as expressly required pursuant to this Section 8(c).

(5) Upon the Company's receipt of notice of the commencement of a Benchmark Unavailability Period, the Company may revoke any request for a Revolving Loan bearing interest at the Adjusted LIBO Rate of, conversion to or continuation of a Revolving Loan bearing interest at the Adjusted LIBO Rate to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Company will be deemed to have converted any such request into a request for a borrowing of or conversion to a Revolving Loan bearing interest at the Alternate Base Rate. During any Benchmark Unavailability Period, the component of the Alternate Base Rate based upon the Adjusted LIBO Rate will not be used in any determination of the Alternate Base Rate.

9. *Designation of a Different Lending Office.* If the Lender requests compensation under Section 2.14 (Reserve Requirements; Change in Circumstances) of the Syndicated Credit Agreement (as incorporated by reference in this Agreement in conformity with Section 10 of this Agreement), or delivers a notice described in Section 2.15 (Change in Legality) of the Syndicated Credit Agreement (as incorporated by reference in this Agreement in conformity with Section 10 of this Agreement), or requires the Company to pay any additional amount pursuant to Section 2.20 (Taxes) of the Syndicated Credit Agreement (as incorporated by reference in this Agreement in conformity with Section 10 of this Agreement), then the Lender shall (at the request of the Company) use reasonable efforts to designate a different lending office or branch for funding the Revolving Loans hereunder or to assign its rights and obligations hereunder to another of its Affiliates, if such designation or assignment (i) would eliminate or reduce any amount payable pursuant to the foregoing provisions or avoid the circumstances giving rise to such amount, as the case may be, and (ii) would not, in the sole determination of such Lender, be disadvantageous to the Lender. The Company hereby agrees to reimburse the Lender for all reasonable costs and expenses incurred by the Lender in connection with any such designation or assignment.

10. *Incorporated Terms.* The terms "Adjusted LIBO Rate", "Affiliate", "Alternate Base Rate", "Bankruptcy Event", "Financial Officer", "Person", and "Subsidiary" (collectively, the "Incorporated Defined Terms"), the representations and warranties contained in Article III (Representations and Warranties) of the Syndicated Credit Agreement (the "Incorporated Representations"), the covenants contained in Article V (Affirmative Covenants) and Article VI (Negative Covenants) of the Syndicated Credit Agreement (collectively, the "Incorporated Covenants"), the events of default contained in Article VII (Events of Default) of the Syndicated Credit Agreement (the "Incorporated Events of Default" or

"Events of Default"; any event or condition which upon notice, lapse of time or both would constitute an Event of Default, each a "Default"), Section 1.02 (Terms Generally), Section 1.03 (Accounting Terms; GAAP), Section 2.14 (Reserve Requirements; Change in Circumstances), Section 2.15 (Change in Legality), Section 2.20 (Taxes), Section 10.02 (Survival of Agreement), Section 10.05 (Expenses; Indemnity), Section 10.19 (Non-Public Information), Section 10.20 (Release of Subsidiary Guarantees), and Section 10.21 (Permitted Reorganization), of the Syndicated Credit Agreement (collectively, the "Incorporated Miscellaneous Provisions") and all defined terms and schedules contained in the Syndicated Credit Agreement which are used in the Incorporated Representations, the Incorporated Covenants, the Incorporated Events of Default and the Incorporated Miscellaneous Provisions (such related definitions and schedules, together with the Incorporated Defined Terms, the Incorporated Representations, the Incorporated Covenants, the Incorporated Events of Default and the Incorporated Miscellaneous Provisions collectively, the "Incorporated Terms"), are incorporated herein by reference as if set forth in full herein and shall, consistent with (and not in limitation of) the concept of *mutatis mutandis*, be made with appropriate substitutions and adjustments or modifications as necessary to maintain the substance of the provisions contained therein, including, without limitation, the following: (a) all references to "Agreement" or "hereunder" or the like shall be deemed to be references to this Agreement, and all references to "Loan Documents" shall be deemed to be references to the Loan Documents hereunder; (b) all references to "Company" or "Borrowers" or "Loan Party" or the like shall be deemed to be references to the Company; (c) all references to "Administrative Agent", "Agent", "Lenders", "Required Lenders", "Lead Arrangers", "Joint Bookrunner", "Issuing Bank", and "Swingline Lenders", "Credit Party" or the like shall be deemed to be references to the Lender (except that (i) all references to "Administrative Agent" and "Agent" shall be deemed to be references to the Company if the "Lenders" as defined under the Syndicated Credit Agreement are to deliver notice or another deliverable to such "Administrative Agent" or "Agent" and (ii) all references to "Administrative Agent" and "Lenders" in Section 3.05(a) of the Syndicated Credit Agreement shall be deemed to be references to the "Administrative Agent" and "Lenders" each as defined in the Syndicated Credit Agreement); (d) all references to "Event of Default" shall be deemed to be references to an Event of Default under Section 14 hereof, and for the avoidance of doubt, (i) shall only apply with respect to the Company and (ii) the term "Material Indebtedness" used therein shall include extensions of credit made under the Syndicated Credit Agreement; (e) all references to "Loans" or "Borrowings" or the like shall be deemed to be references to the Revolving Loans hereunder; (f) all references to "Eurocurrency Loan" shall be deemed to be references to a Revolving Loan bearing interest at the Adjusted LIBO Rate and (g) all references to "Commitment", "Commitments", "Total Commitment" or the like shall be deemed to be references to the Commitment hereunder. The Company acknowledges and agrees that the Incorporated Representations, the Incorporated Covenants and the Incorporated Events of Default shall be as binding on the Company on the Effective Date and thereafter until the Maturity Date as if set forth fully herein. Notwithstanding anything to the contrary contained in this Agreement, it is agreed and understood that (i) all Indebtedness and Liens incurred or outstanding pursuant to the Syndicated Credit Agreement shall be permitted without restriction at all times by this Agreement notwithstanding Section 6.01 (Priority Indebtedness) and Section 6.02 (Liens) of the Syndicated Credit Agreement, as such sections are incorporated hereunder as Incorporated Terms hereunder, (ii) any restrictions on Indebtedness, Liens and guarantees that are no more onerous than the restrictions in the Syndicated Credit Agreement shall be permitted without restriction at all times by this Agreement notwithstanding Section 6.05 (Restrictive Agreements) of the Syndicated Credit Agreement, as such section is incorporated hereunder as Incorporated Terms hereunder, (iii) for the avoidance of doubt, the Incorporated Terms shall run in favor of the Lender (rather than the Administrative Agent and lenders and other parties under the Syndicated Credit Agreement as literally provided in the Syndicated Credit Agreement), (iv) any amendment, waiver or modification under the Syndicated Credit Agreement that has become effective pursuant to the terms of the Syndicated Credit Agreement that amends, supplements or otherwise modifies any Incorporated Terms after the Effective Date shall be given effect for purposes of any such Incorporated Terms under this Agreement and the Loan Documents if the Lender acknowledges and agrees that such amendment, waiver or modification is given effect with respect to the Incorporated Terms for purposes of this Agreement and the other Loan Documents; (v) in the event that the Lender ceases to be a lender under the Syndicated Credit Agreement, or the

Syndicated Credit Agreement is terminated for any reason, or if the Syndicated Credit Agreement is amended, restated, supplemented, modified, waived, refinanced, repaid, terminated or replaced by another credit agreement, the term "Syndicated Credit Agreement" as used herein for purposes of incorporating the provisions thereunder to be Incorporated Terms hereunder (but not for other purposes) shall be deemed to refer to the Syndicated Credit Agreement as in effect on the Effective Date, subject to to clause (iv) above, notwithstanding the Lender ceasing to be a lender under the Syndicated Credit Agreement or such amendment, restatement, supplement, modification, waiver, refinancing, repayment, termination or replacement, as applicable, in each case with all such provisions thereof remaining in effect for purposes of this Agreement; (vi) capitalized terms used in the Incorporated Terms that are defined in both the Syndicated Credit Agreement and this Agreement shall have the meanings assigned to such terms in this Agreement unless otherwise indicated herein; and (vii) the terms "Sanctioned Country" and "Sanctioned Person" as used in the Incorporated Terms shall have the meanings set forth in Section 29 of this Agreement. The Company and the Lender acknowledge and agree that the covenants made by the Company in this paragraph, and all Events of Default to which it is subject under this Agreement, are subject to all applicable cure and grace periods expressly provided for in the Syndicated Credit Agreement. Any financial statements, certificates or other documents delivered under the Syndicated Credit Agreement shall be deemed delivered to the Lender hereunder; *provided* that (x) the requirement to deliver any such financial statements, certificates and other documents required to be delivered by the covenants and agreements so incorporated herein by reference shall survive any termination, cancellation, discharge or replacement of the Syndicated Credit Agreement (or any amendment, waiver or modification thereof) and (y) if the Lender is not a lender under the Syndicated Credit Agreement, the Company shall cause all such financial statements, certificates and other documents to be delivered to the Lender (unless filed with the Securities and Exchange Commission or otherwise filed for public disclosure).

11. *Closing Conditions.* This Agreement shall become effective on the date hereof upon receipt by the Lender or waiver of each of the following items (the "Effective Date"):

(a) a counterpart of this Agreement from each of the Company and the Lender;

(b) a favorable written opinion of (i) Fried, Frank, Harris, Shriver & Jacobson LLP, counsel for the Company, and (ii) in-house counsel of the Company, each dated the Effective Date and addressed to the Lender and in form and substance satisfactory to the Lender;

(c) a certificate of the Secretary or an Assistant Secretary of the Company dated as of the Effective Date and certifying (A) that attached thereto is a true and complete copy of the by-laws of the Company as in effect on the Effective Date and have not been amended, rescinded or modified since they were adopted, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the board of directors of the Company authorizing the execution, delivery and performance of the Loan Documents and, in respect of the Company, the borrowings hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (C) that attached thereto is a true and complete copy of the certificate of incorporation, including all amendments thereto, of the Company, certified by the Secretary of State of its state of incorporation, and that such certificate of incorporation has not been amended, rescinded or modified since the filing date thereof, (D) as to the incumbency and specimen signature of each officer executing this Agreement or any other document delivered in connection herewith on behalf of the Company and (E) that attached thereto is a true and complete copy of a certificate of existence for the Company, certified as of a recent date by the Secretary of State of its state of incorporation;

(d) a certificate, dated the Effective Date and signed by a Financial Officer of the Company, confirming that (i) the Incorporated Representations are true and correct in all material respects (without duplication of any materiality qualifiers) on and as of the Effective Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and

correct in all material respects (without duplication of any materiality qualifiers) on and as of such earlier date, (ii) no Event of Default or Default shall have occurred and be continuing as of the Effective Date or would result from the consummation of the transactions contemplated by the Loan Documents and (iii) the proceeds of the Revolving Loans shall be used for general corporate purposes;

(e) all fees and other amounts due and payable for the Lender's account on or prior to the Effective Date, in each case in accordance with and pursuant to that certain Fee Letter dated as of April 29, 2020, between the Company and the Lender (the "Fee Letter"); and

(f) all documentation and other information reasonably requested by the Lender to satisfy requirements of bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act.

12. *Funding Conditions.* The obligations of the Lender to make Revolving Loans on any Funding Date is subject to receipt by the Lender or waiver of the following items as of such Funding Date:

(a) a certification, dated as of such Funding Date and signed by a Financial Officer of the Company, which may be provided in a notice of borrowing substantially in the form of Exhibit A hereto, confirming that (i) the Incorporated Representations (other than Sections 3.05(b) and 3.06(a) of the Syndicated Credit Agreement incorporated by reference herein) are true and correct in all material respects (without duplication of any materiality qualifiers) on and as of such Funding Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct in all material respects (without duplication of any materiality qualifiers) on and as of such earlier date and (ii) no Event of Default or Default shall have occurred and be continuing as of such Funding Date and at the time of and immediately after giving effect to the borrowing of the Revolving Loans; and

(b) by no later than the applicable date and time required for the notice of borrowing set forth above in Section 5, a request for Revolving Loans with disbursement instructions attached thereto substantially in the form of Exhibit A hereto.

13. *Equal and Ratable Treatment; Additional Documents.* (a) If any Subsidiary of the Company guarantees any obligations of the Company under (i) the Syndicated Credit Agreement or (ii) that certain credit agreement, dated on or around the date hereof, between the Company and U.S. Bank National Association (the "USB Agreement") then the Company shall cause such Subsidiary to become a guarantor under this Agreement pursuant to a guarantee agreement that is substantially the same (*mutatis mutandis*).

(b) If the Company or any of its Subsidiaries grants any Liens with respect to its obligations under (i) the Syndicated Credit Agreement or (ii) the USB Agreement, then the Company shall grant, or cause such Subsidiary to grant, the Lender an equal and ratable Lien securing the obligations under the Loan Documents.

(c) At the time any Subsidiary becomes a guarantor or other obligor as required hereunder, the Company shall furnish to the Lender (i) all documentation and other information as the Lender may reasonably request to satisfy requirements of bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and (ii) such documentation (including a customary opinion of counsel for the Company) as the Lender may reasonably request (in each case in form and substance reasonably satisfactory to the Lender) evidencing the corporate power and authority of such Subsidiary to execute, deliver and perform the applicable guarantee agreement and/or security agreement.

14. *Event of Default.* Upon the occurrence and during the continuance of any Event of Default (except for an Event of Default described in paragraph (g) or (h) of Article VII of the Syndicated Credit Agreement

(as incorporated by reference in this Agreement), upon notice by the Lender to the Company, the Lender may take any or all of the following actions, at the same or different times: (i) terminate the Lender's Comitment and/or (ii) declare the Revolving Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Revolving Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued fees and all other liabilities of the Company accrued hereunder, shall become due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived anything contained herein to the contrary notwithstanding; and, in the case of any Event of Default described in paragraph (g) or (h) of Article VII of the Syndicated Credit Agreement (as incorporated by reference in this Agreement), the Lender's Commitment shall automatically terminate and the principal of the Revolving Loans then outstanding, together with accrued interest thereon and any unpaid accrued fees and all other liabilities of the Company accrued hereunder shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding.

15. *Notices.* All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") shall be in writing (unless expressly permitted in this Agreement to be given by telephone) and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax or by electronic communication. Notices also may be given in any manner to which the parties may separately agree. Without limiting the foregoing, first-class mail, email, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices; *provided* that Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by fax and electronic communications shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Regardless of the manner in which provided, Notices may be sent to a party's address as set forth below or to such other address as any party may give to the other for such purpose in accordance with this paragraph:

To the Company:	ITT INC. 1133 Westchester Avenue White Plains, New York 10604 Attention: Thomas Scalera, Chief Financial Officer Fax No.: 914-696-2960 E-mail: thomas.scalera@itt.com
To the Lender:	BNP PARIBAS 787 Seventh Avenue New York, New York 10019 Attention: Loan Services E-mail: dl.nyk_ls_loan_book@us.bnpparibas.com

16. *Expenses; Indemnity*. Section 10.05 (Expenses; Indemnity) of the Syndicated Credit Agreement is incorporated by reference in this Agreement in conformity with Section 10 of this Agreement and such provisions as incorporated herein by reference shall survive termination of this Agreement and remain in full force and effect.

17. *Right of Setoff.* In addition to any rights and remedies of the Lender provided by law, if an Event of Default shall have occurred and be continuing, the Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Lender to or for the credit or obligations of the Company against any and all of the obligations of the Company now or hereafter existing under any Loan Document to the Lender, irrespective of whether or not the Lender shall have made any demand thereunder and although such obligations may

be unmatured or contingent. The Lender agrees promptly to notify the Company after any such setoff and application made by the Lender, provided that the failure to give such notice shall not affect the validity of such setoff and application.

18. *Headings*. Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

19. *Severability*. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The Company and the Lender shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

20. *Counterparts.* This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed by facsimile or other electronic means (including, without limitation, "pdf"). Delivery by telecopier or other electronic means (including, without limitation, "pdf") of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

21. *Waivers; Amendment.* No provision of this Agreement or any other Loan Document may be waived, amended, supplemented or modified, except by a written instrument executed by the Company and the Lender. This Agreement and the other Loan Documents together embody the entire agreement and understanding between the Company and the Lender with respect to the Revolving Loans and the specific matters hereof and supersede all prior agreements and understandings relating to the specific matters hereof. No failure or delay by the Lender in exercising any right hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude other or further exercises thereof or the exercise of any other right. The rights and remedies of the Lender hereunder are cumulative and are not exclusive of any rights or remedies that the Lender would otherwise have.

22. ***JURISDICTION; FORUM; CONSENT TO SERVICE OF PROCESS.*** **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

The Company and the Lender each hereby irrevocably and unconditionally: (a) submits, for itself and its property, to the exclusive jurisdiction of any New York state court or federal court of the United States of America sitting in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment in respect hereof or thereof, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York state court or, to the extent permitted by law, in such federal court; (b) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law; (c) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or thereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to any Loan Document in any New York state or federal court; (d) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such

court; (e) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to its address set forth above or to such other address of which the Company or the Lender, as applicable, shall have notified the other party in writing; and (f) agrees that nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

23. ***WAIVER OF JURY TRIAL*. THE COMPANY AND THE LENDER EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING UNDER OR RELATING TO THIS AGREEMENT AND ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

24. *No Fiduciary Relationship*. The Company, on behalf of itself and its subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Company, its subsidiaries and their affiliates, on the one hand, and the Lender, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Lender, and no such duty will be deemed to have arisen in connection with any such transactions or communications.

25. *Acknowledgment; Syndicated Credit Agreement*. The Company and the Lender acknowledge that the Lender is currently a lender under the Syndicated Credit Agreement, and the Company's and the Lender's (and each of their Affiliates', respectively) rights and obligations under any other agreement between the Company and the Lender (or any of their Affiliates, respectively) (including the Syndicated Credit Agreement) that currently or hereafter may exist are, and shall be, separate and distinct from the rights and obligations of the parties pursuant to this Agreement and the other Loan Documents, and none of such rights and obligations under such other agreements shall be affected by the Lender's performance or lack of performance of services hereunder. Notwithstanding any other provision of this Agreement or any other Loan Document, the terms of this paragraph shall survive repayment of the Revolving Loans and all other amounts payable hereunder and the expiration or termination of this Agreement for any reason whatsoever.

26. *Successors and Assigns, etc*. This Agreement shall be binding upon the parties hereto and each of their successors and permitted assigns. The Company may not assign any rights or delegate any obligations hereunder without the Lender's prior written consent and any attempted assignment or delegation by the Company without such consent shall be null and void. The Lender may assign to one or more Eligible Assignees all or a portion of its interests, rights and obligations under this Agreement (including all or a portion of its Commitment and/or the Revolving Loans at the time owing to it); provided, however, that (i) such assignment shall be subject to the prior written consent (not to be unreasonably withheld or delayed) of the Company, unless (x) the assignee in such assignment is a "Lender" (as defined in the Syndicated Credit Agreement), an Affiliate of the Lender or a "Lender" (as defined in the Syndicated Credit Agreement), or an Approved Fund, or (y) an Event of Default has occurred and is continuing; provided that the Company shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Lender within 10 Business Days after having received notice thereof, and (ii) the portion of the Commitment and/or Revolving Loans assigned (determined as of the initial date of each assignment with respect to such assignment) shall not be less than $5,000,000, except in the event that the amount of the Commitment and/or Revolving Loans of such assigning Lender remaining after such assignment shall be zero or if such assignee is a "Lender" (as defined in the Syndicated Credit Agreement), an Affiliate of the Lender or a "Lender" (as defined in the Syndicated Credit Agreement), or an Approved Fund. From and after the effective date of any assignment of any portion of the Commitment and/or the Revolving Loans or portion thereof, (A) the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such assignment, have the rights and assume the obligations of the Lender under this Agreement and (B) the assigning Lender thereunder shall, to the extent of the interest assigned by such assignment, be released from its

obligations under this Agreement (and, in the case of an assignment covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such assigning Lender shall cease to be a party hereto (but shall continue to be entitled to the benefits of Section 8(a) hereof and Sections 2.14, 2.20 and 10.05 of the Syndicated Credit Agreement incorporated in this Agreement as Incorporated Miscellaneous Provisions)). As used herein, (a) "Eligible Assignee" means (i) a "Lender" (as defined in the Syndicated Credit Agreement), (ii) an Affiliate of the Lender or a "Lender" (as defined in the Syndicated Credit Agreement), (iii) an Approved Fund and (iv) any other Person, other than, in each case, a natural person, the Company or any Affiliate of the Company and (b) "Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course and that is administered or managed by (i) the Lender or a "Lender" (as defined in the Syndicated Credit Agreement), (ii) an Affiliate of the Lender or a "Lender" (as defined in the Syndicated Credit Agreement) or (iii) an entity or an Affiliate of an entity that administers or manages the Lender or a "Lender" (as defined in the Syndicated Credit Agreement).

The Lender may at any time, without the consent of, or notice to, the Company, sell participations to any Person (each, a "Participant") in all or a portion of the Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Revolving Loans); provided that (i) the Lender's obligations under this Agreement shall remain unchanged, (ii) the Lender shall remain solely responsible to the Company for the performance of such obligations, and (iii) the Company shall continue to deal solely and directly with the Lender in connection with the Lender's rights and obligations under this Agreement. The Company agrees that each Participant shall be entitled to the benefits of Section 8(a) hereof and Sections 2.14 and 2.20 of the Syndicated Credit Agreement (as incorporated by reference in this Agreement) (subject to the requirements and limitations therein) to the same extent as if it were a Lender; provided that such Participant shall not be entitled to receive any greater payment under Sections 2.14 or 2.20 of the Syndicated Credit Agreement (as incorporated by reference in this Agreement) or greater benefit pursuant to Section 8(a) hereof, with respect to any participation, than its participating Lender would have been entitled to receive. Any agreement or instrument pursuant to which the Lender sells such a participation shall provide that the Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that the Lender will not, without the consent of the Participant, agree to (i) increase or extend the term of the Lender's Commitment to make Revolving Loans, or extend the time or waive any requirement for the reduction or termination, of the Lender's Commitment to make Revolving Loans, (ii) extend the date fixed for the payment of principal of or interest on the related Revolving Loans or any portion of any fee hereunder payable to the Participant, (iii) reduce the amount of any such payment of principal or (iv) reduce the rate at which interest is payable thereon, or any fee hereunder payable to the Participant, to a level below the rate at which the Participant is entitled to receive such interest or fee.

The Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement and the other Loan Documents to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any other central bank, provided that no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

The Lender, acting solely for this purpose as a non-fiduciary agent of the Company, shall maintain a register (a "Register") for the recordation of (i) the names and addresses of any assignee or Participant of all or any portion of the Lender's rights and/or obligations under this Agreement and the other Loan Documents, including the principal amount (and stated interest) owing to such assignee or Participant. The entries in any Register shall be conclusive, in the absence of manifest error, and the Company and the Lender shall treat each Person whose name is recorded in a Register as the owner of the rights and/or obligations recorded therein for all purposes of this Agreement and the other Loan Documents. The Register with respect to assignees shall be available for inspection by the Company at any reasonable time and from time to time upon reasonable prior notice. The Lender shall have no obligation to disclose

all or any portion of the Register with respect to Participants, except to the extent that such disclosure is necessary to establish that such commitment, loan, or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations.

27. *USA PATRIOT Act*. The Lender hereby notifies the Company that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Company and its subsidiaries, which information includes the name and address of the Company and its subsidiaries and other information that will allow the Lender to identify the Company and its subsidiaries in accordance with the Act.

28. Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in this Agreement or any other Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under this Agreement or the other Loan Documents, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or the other Loan Documents; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

29. Certain Definitions. As used herein, the following terms shall have the following meanings (all terms defined in this Section or in other provisions of this Agreement in the singular to have the same meanings when used in the plural and *vice versa*):

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Benchmark Replacement" means the sum of: (a) the alternate benchmark rate (which may include Term SOFR) that has been selected by the Lender giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the LIBO Rate for U.S. dollar-denominated syndicated or bilateral credit facilities and (b) the Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the LIBO Rate with an Unadjusted Benchmark Replacement for each applicable Interest Period, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Lender giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the LIBO Rate with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the LIBO Rate with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated or bilateral credit facilities at such time.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest and other administrative matters) that the Lender decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Lender decides is reasonably necessary in connection with the administration of this Agreement).

"Benchmark Replacement Date" means the earlier to occur of the following events with respect to the LIBO Rate: (1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the LIBO Rate permanently or indefinitely ceases to provide the LIBO Rate; or (2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the LIBO Rate: (1) a public statement or publication of information by or on behalf of the administrator of the LIBO Rate announcing that such administrator has ceased or will cease to provide the LIBO Rate, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBO Rate; (2) a public statement or publication of information by the regulatory supervisor for the administrator of the LIBO Rate, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the administrator for the LIBO Rate, a resolution authority with jurisdiction over the administrator for the LIBO Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the LIBO Rate, which states that the administrator of the LIBO Rate has ceased or will cease to provide the LIBO Rate permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBO Rate; or (3) a public statement or publication of information by the regulatory supervisor for the administrator of the LIBO Rate announcing that the LIBO Rate is no longer representative.

"Benchmark Transition Start Date" means (a) in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication) and (b) in the case of an Early Opt-in Election, the date specified by the Lender by notice to the Company, so long as the Lender has not received, by such date, written notice of objection to such Early Opt-In Election from the Company.

"Benchmark Unavailability Period" means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the LIBO Rate and solely to the extent that the LIBO Rate has not been replaced with a Benchmark Replacement, the period (x) beginning at the time that such Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the LIBO Rate for all purposes hereunder in accordance with Section 8(c) and (y) ending at the time that a Benchmark Replacement has replaced the LIBO Rate for all purposes hereunder pursuant to Section 8(c).

"Business Day" means (a) a day (other than a Saturday or Sunday) on which commercial banks are open and not authorized to be closed for domestic and international business (including dealings in U.S. dollar deposits) in New York and (b) if such day relates to (i) making or continuing the Revolving Loans bearing interest at the Adjusted LIBO Rate or (ii) making any payment or repayment of any principal or payment of interest such Revolving Loans, or the Company's giving of notice (or the number of Business Days to elapse prior to the effectiveness thereof) in connection with any of the matters referred to in (b)(i) or (ii), any day on which dealings in U.S. dollars are carried on in the London interbank market.

"Early Opt-in Election" means the occurrence of: (1) a determination by the Lender that at least five currently outstanding U.S. dollar denominated syndicated or bilateral credit facilities at such time contain (as a result of amendment or as originally executed) as a benchmark interest rate, in lieu of the LIBO Rate, a new benchmark interest rate to replace the LIBO Rate, and (2) the election by the Lender to declare that an Early Opt-in Election has occurred and the provision by the Lender of written notice of such election to the Company.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Federal Reserve Bank of New York's Website" means the website of the Federal Reserve Bank of New York at http://www.newyorkfed.org, or any successor source.

"Loan Documents" means this Agreement, the Fee Letter, any guarantee agreement delivered pursuant to the terms hereof, and any amendments, modifications or waivers of the foregoing.

"Prime Rate" means, for any day, a rate per annum equal to the greater of (a) the variable per annum rate of interest so designated from time to time by the Lender as its prime rate in effect on such day and (b) the Federal Funds Rate in effect on such day plus 1/2 of 1%. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate being charged to any customer of the Lender.

"Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"Sanctioned Country" means, at any time, a country or territory which is itself the subject or target of any Sanctions (at the date of this Agreement, Crimea, Cuba, Iran, North Korea and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State to the extent that a U.S. Person would be prohibited from engaging in transactions with such Person, or by the United Nations Security Council, the European Union or any EU member state, (b) any Person located, organized or resident in a Sanctioned Country or (c) any Person 50% or more owned or controlled by any such Person or Persons.

"SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website.

"Syndicated Credit Agreement" means the Five-Year Competitive Advance and Revolving Credit Facility Agreement, dated as of November 25, 2014, among the Company, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto, as amended prior to the Effective Date and as may be further amended from time to time subject to and in accordance with clause (iv) of the penultimate sentence in Section 10 hereof.

"Term SOFR" means the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

"Write-Down and Conversion Powers" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Company and the Lender have caused this Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

ITT INC.,

an Indiana corporation,
as Company

By: /s/ Michael Savinelli
Name: Michael Savinelli

Title: Vice President, Chief Tax Officer
Treasurer and Assistant Secretary

BNP PARIBAS,
as Lender

By: /s/ Christopher Sked

Name: Christopher Sked

Title: Managing Director

By: /s/ Karim Remtoula

Name: Karim Remtoula

Title: Vice President

EXHIBIT A

[Form of Borrowing Request]

[Date]

BNP PARIBAS
787 Seventh Avenue
New York, New York 10019
Attention: Loan Services
E-mail: dl.nyk_ls_loan_book@us.bnpparibas.com

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated April 29, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), between ITT Inc., an Indiana corporation (the "***Borrower***") and BNP Paribas (the "***Lender***"). Capitalized terms used herein which are not defined herein are used as defined in the Credit Agreement.

1. Pursuant to Section 5 of the Credit Agreement, the Borrower hereby gives notice that it requests a borrowing of Revolving Loans under the Credit Agreement (the "***Borrowing***"), and in that connection sets forth below the terms on which the Borrowing is requested to be made:

(A) Date of the Borrowing (which is a Business Day) (the "***Borrowing Date***") : _____

(B)	**Interest Type**	**Principal Amount**	**Interest Period**
	[Adjusted LIBO Rate / Alternate Base Rate]	$_____	__month(s)

2. The location and account to which funds are to be disbursed is the following:

Bank Name: [_____]

ABA Routing Number: [_____]

Account Number: [_____]
Account Name: [_____]

3. Execution of the Credit Agreement and satisfaction or waiver of the conditions precedent set forth in Section 12 thereof are hereinafter referred to as the "***Funding Requirements***". The Borrower acknowledges that (a) in order to accommodate the foregoing request, the Lender is making funding arrangements for value on the requested Borrowing Date, (b) the Lender will not make the Revolving Loans available unless the Funding Requirements are satisfied, and (c) if the Funding Requirements are not satisfied on or before the requested Borrowing Date, the Lender may sustain funding losses as a result of such failure to close on such date.

4. The Borrower hereby certifies that on the date hereof and on the Borrowing Date set forth above, and at the time of and immediately after giving effect to the Borrowing requested hereby, (i) no Event of Default or Default has or shall have occurred and be continuing and (ii) the Incorporated Representations (other than Sections 3.05(b) and 3.06(a) of the Syndicated Credit Agreement incorporated by reference in the Credit Agreement) are true and correct in all material respects (without duplication of any materiality qualifiers), in each case on and as of the date hereof and on the Borrowing Date with the same effect as though such representations and warranties had been made on and as of such date (except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct in all material respects (without duplication of any materiality qualifiers) on and as of such earlier date).

5. This Borrowing Request shall in all respects be governed by, and construed in accordance with, the laws of the State of New York.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Borrower has duly executed this Borrowing Request as of the date and year first written above.

Very truly yours,

ITT INC.,

an Indiana corporation

By: __
Name:

Title:

EXHIBIT 31.1

CERTIFICATION OF LUCA SAVI PURSUANT TO SEC. 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Luca Savi, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2020 of ITT Inc.;

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

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

4. The registrant's other certifying officer 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/ Luca Savi

Luca Savi

Chief Executive Officer

Date: May 1, 2020

EXHIBIT 31.2

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, 2020 of ITT Inc.;

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

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

4. The registrant's other certifying officer 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
Executive Vice President and
Chief Financial Officer

Date: May 1, 2020

EXHIBIT 32.1

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

In connection with the Quarterly Report of ITT Inc. (the "Company") on Form 10-Q for the period ended March 31, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Luca Savi, Chief Executive 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/ Luca Savi

Luca Savi

Chief Executive Officer

May 1, 2020

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.

EXHIBIT 32.2

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 Inc. (the "Company") on Form 10-Q for the period ended March 31, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Thomas M. Scalera, Executive 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
Executive Vice President and
Chief Financial Officer

May 1, 2020

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.