

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2015

or
 TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission File Number 1-134
CURTISS-WRIGHT CORPORATION
(Exact name of Registrant as specified in its charter)

<u>Delaware</u> (State or other jurisdiction of incorporation or organization)	<u>13-0612970</u> (I.R.S. Employer Identification No.)
<u>13925 Ballantyne Corporate Place, Suite 400, Charlotte, North Carolina</u> (Address of principal executive offices)	<u>28277</u> (Zip Code)

Registrant's telephone number, including area code: (704) 869-4600

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

<u>Title of each class</u>	<u>Name of each exchange on which registered</u>
Common stock, par value \$1 per share	New York Stock Exchange

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

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

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

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

Indicate by check mark whether the Registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

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

Large accelerated filer

Non-accelerated filer

(Do not check if a smaller reporting company)

Accelerated filer

Smaller reporting company

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

The aggregate market value of the voting and non-voting Common stock held by non-affiliates of the Registrant as of June 30, 2015 was approximately \$3.4 billion

The number of shares outstanding of the Registrant's Common stock as of January 31, 2016 :

Class	Number of shares
Common stock, par value \$1 per share	44,528,398

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Proxy Statement of the Registrant with respect to the 2016 Annual Meeting of Stockholders to be held on May 6, 2016 are incorporated by reference into Part III of this Form 10-K.

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PART I

FORWARD-LOOKING STATEMENTS

Except for historical information, this Annual Report on Form 10-K may be deemed to contain “forward-looking statements” within the meaning of the Private Litigation Reform Act of 1995. Examples of forward-looking statements include, but are not limited to: (a) projections of or statements regarding return on investment, future earnings, interest income, sales, volume, other income, earnings or loss per share, growth prospects, capital structure, and other financial terms, (b) statements of plans and objectives of management, (c) statements of future economic performance, and (d) statements of assumptions, such as economic conditions underlying other statements. Such forward-looking statements can be identified by the use of forward-looking terminology such as “anticipates,” “believes,” “continue,” “could,” “estimate,” “expects,” “intend,” “may,” “might,” “outlook,” “potential,” “predict,” “should,” “will,” as well as the negative of any of the foregoing or variations of such terms or comparable terminology, or by discussion of strategy. No assurance may be given that the future results described by the forward-looking statements will be achieved. While we believe these forward-looking statements are reasonable, they are only predictions and are subject to known and unknown risks, uncertainties, and other factors, many of which are beyond our control, which could cause actual results, performance or achievement to differ materially from anticipated future results, performance or achievement expressed or implied by such forward-looking statements. In addition, other risks, uncertainties, assumptions, and factors that could affect our results and prospects are described in this report, including under the heading “Item 1A. Risk Factors” and elsewhere, and may further be described in our prior and future filings with the Securities and Exchange Commission and other written and oral statements made or released by us. Such forward-looking statements in this Annual Report on Form 10-K include, without limitation, those contained in Item 1. Business, Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations, Item 8. Financial Statements and Supplementary Data, including, without limitation, the Notes to Consolidated Financial Statements, and Item 11. Executive Compensation.

Given these risks and uncertainties, you are cautioned not to place undue reliance on such forward-looking statements. These forward-looking statements speak only as of the date they were made, and we assume no obligation to update forward-looking statements to reflect actual results or changes in or additions to the factors affecting such forward-looking statements.

Item 1. Business.

BUSINESS DESCRIPTION

Curtiss-Wright Corporation is a global company that delivers highly engineered, critical function products and services to the commercial, defense, power generation, and industrial markets. We were formed in 1929 by the merger of companies founded by the Wright brothers and Glenn Curtiss, both aviation pioneers. We are incorporated under the laws of the State of Delaware and headquartered in Charlotte, North Carolina. We are listed on the New York Stock Exchange (NYSE) and trade under the symbol CW.

Our strategy is to be an integrated, global diversified industrial company. We expect that the diversification of the portfolio should mitigate the impact of the volatility of business cycles and allow us to realize growth in new products and markets. We strive for consistent organic sales growth, operating margin expansion, and free cash flow generation, while also maintaining a disciplined and balanced capital deployment strategy.

We are positioned on high-performance platforms that require technical sophistication. Our technologies are intended to improve operating efficiency and reliability while meeting demanding performance requirements. Our ability to provide high-performance, advanced technologies on a cost-effective basis is fundamental to our strategy to drive increased value to our customers. We compete globally, primarily based on technology and pricing. Our business challenges include price pressure, technological and economic developments, and geopolitical events, such as diplomatic accords.

Business Segments

We manage and evaluate our operations based on the products and services we offer and the different markets we serve. Based on this approach we operate through three segments: Commercial/Industrial, Defense, and Power.

Our principal manufacturing facilities are located in the United States in New York, Ohio, and Pennsylvania, and internationally in Canada and the United Kingdom.

Commercial / Industrial

Sales in the Commercial/Industrial segment are primarily to the general industrial and commercial aerospace markets and, to a lesser extent, the defense and power generation markets. The businesses in this segment provide a diversified offering of highly engineered products and services including: industrial vehicle products such as electronic throttle control devices and transmission shifters; sensors, controls and electro-mechanical actuation components and utility systems used on commercial aircraft; surface technology services such as shot peening, laser peening, coatings and advanced testing; and valves primarily to the industrial and naval defense markets. Additionally, we provide industrial pressure relief management systems to the oil and gas and petrochemical industries. The businesses within our Commercial/Industrial segment are impacted primarily by general economic conditions which may include consumer consumption or commercial construction rates, as the nature of their products and customers primarily support global industrial, commercial aerospace, oil and gas industries, commercial vehicles, and transportation industries. As commercial industrial businesses, production and service processes do not vary widely and rest primarily within material modification, machining, assembly, and testing and inspection at commercial grade specifications. The businesses distribute products through commercial sales and marketing channels and may be impacted by changes in the regulatory environment.

Defense

Sales in the Defense segment are primarily to the defense markets and, to a lesser extent, to the commercial aerospace market. The businesses in this segment provide a diversified offering of products including: Commercial Off-the-Shelf (COTS) embedded computing board level modules, integrated subsystems, flight test equipment, instrumentation and control systems, turret aiming and stabilization products, and weapons handling systems. The businesses within our Defense segment are impacted primarily by government funding and the direction of U.S. government spending. Our products typically support government entities in aerospace defense, ground defense and naval defense industries. Additionally, we provide avionics and electronics, flight test equipment, and aircraft data management solutions to the commercial aerospace market. Our defense businesses supporting government contractors typically utilize more advanced production and service processes than our commercial businesses and have stringent specifications and performance requirements. The businesses market and distribute products through regulated government contracting channels.

Power

Sales in the Power segment are primarily to the nuclear power generation market and, to a lesser extent, to the naval defense market. The businesses in this segment provide a diversified offering of products, including a wide range of hardware, pumps, valves, fastening systems, specialized containment doors, airlock hatches, spent fuel management products, and fluid sealing technologies for nuclear power plants and nuclear equipment manufacturers. We also have been able to leverage existing technology and engineering expertise to provide Reactor Coolant Pump (RCP) technology, pump seals, and control rod drive mechanisms for commercial nuclear power plants. The power generation businesses within our Power segment are impacted by pricing and demand for various forms of energy (e.g. coal, natural gas, oil, and nuclear). The businesses are typically dependent upon the need for new construction, maintenance, and overhaul by nuclear energy providers. The businesses are often subject to changes in regulation impacting demand, consumption, and underlying supply. The production and service processes are primarily material modification, machining, assembly, and testing and inspection that are typical of commercial grade or regulated specifications. The businesses distribute products through commercial sales and marketing channels and may be impacted by changes in the regulatory environment. Additional products within our Power segment include main coolant pumps, power-dense compact motors, generators, and secondary propulsion systems, primarily to the U.S. Navy. The defense businesses in this segment are impacted primarily by government funding and the level of U.S. government spending.

OTHER INFORMATION

Certain Financial Information

For information regarding sales by geographic region, see Note 17 to the Consolidated Financial Statements contained in Part II, Item 8, of this Annual Report on Form 10-K.

In 2015 , 2014 , and 2013 , our foreign operations as a percentage of pre-tax earnings were essentially flat, generating 51% , 51% , and 48% , respectively, of our pre-tax earnings.

Government Sales

Our sales to the U.S. Government and foreign government end use represented 36% , 34% , and 34% of consolidated sales during 2015 , 2014 , and 2013 , respectively.

In accordance with normal U.S. Government business practices, contracts and orders are subject to partial or complete termination at any time at the option of the customer. In the event of a termination for convenience by the government, there generally are provisions for recovery of our allowable incurred costs and a proportionate share of the profit or fee on the work completed, consistent with regulations of the U.S. Government. Fixed-price redeterminable contracts usually provide that we absorb the majority of any cost overrun. In the event that there is a cost underrun, the customer recoups a portion of the underrun based upon a formula in which the customer's portion increases as the underrun exceeds certain established levels.

Generally, long-term contracts with the U.S. Government require us to invest in and carry significant levels of inventory. However, where allowable, we utilize progress payments and other interim billing practices on nearly all of these contracts, thus reducing the overall working capital requirements. It is our policy to seek customary progress payments on certain of our contracts. Where we obtain such payments under U.S. Government prime contracts or subcontracts, the U.S. Government has either title to or a secured interest in the materials and work in process allocable or chargeable to the respective contracts. (See Notes 1.F, 4, and 5 to the Consolidated Financial Statements, contained in Part II, Item 8, of this Annual Report on Form 10-K).

Customers

We have hundreds of customers in the various industries we serve. No commercial customer accounted for more than 10% of our total sales during 2015 , 2014 , or 2013 .

Approximately 30% of our total sales for 2015 , and 28% for 2014 , and 2013 , respectively, were derived from contracts with agencies of, and prime contractors to, the U.S. Government. Information on the Company's sales to the U.S. Government, including direct sales as a prime contractor and indirect sales as a subcontractor, is as follows:

<i>(In thousands)</i>	Year Ended December 31,		
	2015	2014	2013
Commercial/Industrial	\$ 177,827	\$ 150,388	\$ 142,630
Defense	300,462	290,413	286,965
Power	176,737	179,399	172,716
Total Government sales	\$ 655,026	\$ 620,200	\$ 602,311

Patents

We own and license a number of United States and foreign patents and patent applications, which have been obtained or filed over a period of years. We also license intellectual property to and from third parties. Specifically, the U.S. Government receives licenses in our patents that are developed in performance of government contracts, and it may use or authorize others to use the technology covered by such patents for government purposes. Additionally, unpatented research, development, and engineering skills, some of which have been acquired by the company through business acquisitions, make an important contribution to our business. While our intellectual property rights in the aggregate are important to the operation of our business, we do not consider the success of our business or business segments to be materially dependent upon the timing of expiration or protection of any one or group of patents, patent applications, or patent license agreements under which we now operate.

Research and Development

We primarily conduct our own research and development activities. Company-sponsored research and development costs are charged to expense when incurred. Total research and development expenses amounted to \$61 million , \$68 million , and \$64 million in 2015 , 2014 , and 2013 , respectively.

Executive Officers

Name	Current Position	Business Experience	Age	Executive Officer Since
David C. Adams	Chairman and Chief Executive Officer	Chairman and Chief Executive Officer of the Corporation since January 2015. Prior to this, he served as President and Chief Executive Officer of the Corporation from August 2013. He also served as President and Chief Operating Officer of the Corporation from October 2012 and as Co-Chief Operating Officer of the Corporation from November 2008. He has been a Director of the Corporation since August 2013.	62	2005
Thomas P. Quinly	Vice President and Chief Operating Officer	Vice President of the Corporation since November 2010 and Chief Operating Officer of the Corporation since October 2013. He also served as President of Curtiss-Wright Controls, Inc. from November 2008.	57	2010
Glenn E. Tynan	Vice President of Finance and Chief Financial Officer	Vice President of Finance and Chief Financial Officer of the Corporation since June 2002.	57	2000
Paul J. Ferdenzi	Vice President, General Counsel, and Corporate Secretary	Vice President, General Counsel, and Corporate Secretary of the Corporation since March 2014. Prior to this, he served as Vice President-Human Resources of the Corporation from November 2011 and also served as Associate General Counsel and Assistant Secretary of the Corporation from June 1999 and May 2001, respectively.	48	2011
K. Christopher Farkas	Vice President and Corporate Controller	Vice President and Corporate Controller of the Corporation since September 2014. Prior to this, he served as Assistant Corporate Controller of the Corporation from May 2009.	47	2014
Harry S. Jakubowitz	Vice President and Treasurer	Vice President of the Corporation since May 2007 and Treasurer of the Corporation since September 2005.	63	2007

Employees

At the end of 2015, we had approximately 8,400 employees, 7% of which are represented by labor unions and covered by collective bargaining agreements.

Available information

We file annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and proxy statements for our annual stockholders' meetings, as well as any amendments to those reports, with the Securities and Exchange Commission (SEC). The public may read and copy any of our materials filed with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet site at www.sec.gov that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC, including our filings. These reports are also available free of charge through the Investor Relations section of our web site at www.curtisswright.com as soon as reasonably practicable after we electronically file.

Item 1A. Risk Factors.

We have summarized below the significant, known material risks to our business. Our business, financial condition, and results of operations and cash flows could be materially and adversely impacted if any of these risks materialize. Additional risk factors not currently known to us or that we believe are immaterial may also impair our business, financial condition, and results of operations. The risk factors below should be considered together with information included elsewhere in this Annual Report on Form 10-K as well as other required filings by us to the Securities Exchange Commission, such as our Form 10-Q's, Form 8-K's, proxy statements for our annual shareholder meetings, and subsequent amendments, if any.

A substantial portion of our revenues and earnings depends upon the continued willingness of the U.S. Government and our other customers in the defense industry to buy our products and services.

In 2015, approximately 30% of our sales were derived from or related to defense programs. U.S. defense spending has historically been cyclical, and defense budgets tend to rise when perceived threats to national security increase the level of concern over the country's safety. At other times, spending by the military can decrease. Competing demands for federal funds can put pressure on all areas of discretionary spending, which could ultimately impact the defense budget. A decrease in U.S. Government defense spending or changes in spending allocation could result in one or more of our programs being reduced, delayed, or terminated. Reductions in defense industry spending may or may not have an adverse effect on programs for which we provide products and services. In the event expenditures are reduced for products we manufacture or services we provide and are not offset by revenues from foreign sales, new programs, or products or services that we currently manufacture or provide, we may experience a reduction in our revenues and earnings and a material adverse effect on our business, financial condition, and results of operations.

If we fail to satisfy our contractual obligations, our contracts may be terminated and we may incur significant costs or liabilities, including liquidated damages and penalties.

In general, our contracts may be terminated for our failure to satisfy our contractual obligations. In addition, some of our contracts contain substantial liquidated damages provisions and financial penalties related to our failure to satisfy our contractual obligations. For example, the terms of the Electro-Mechanical Division's AP1000 China and AP1000 United States contracts with Westinghouse include liquidated damage penalty provisions for failure to meet contractual delivery dates if we caused the delay and the delay was not excusable. On October 10, 2013, we received a letter from Westinghouse stating entitlements to the maximum amount of liquidated damages allowable under the AP1000 China contract of approximately \$25 million. To date, we have not met certain contractual delivery dates under the AP 1000 China and domestic contracts; however there are significant uncertainties as to which parties are responsible for the delays, and we believe we have adequate legal defenses. Consequently, as a result of the above matters, we may incur significant costs or liabilities, including penalties, which could have a material adverse effect on our financial position, results of operations, or cash flows. As of December 31, 2015, the range of possible loss for liquidated damages is \$0 to \$48 million.

As a U.S. Government contractor, we are subject to a number of procurement rules and regulations.

We must comply with and are affected by laws and regulations relating to the award, administration, and performance of U.S. Government contracts. Government contract laws and regulations affect how we do business with our customers and, in some instances, impose added costs on our business. A violation of specific laws and regulations could result in the imposition of fines and penalties or the termination of our contracts or debarment from bidding on contracts. These fines and penalties could be imposed for failing to follow procurement integrity and bidding rules, employing improper billing practices or otherwise failing to follow cost accounting standards, receiving or paying kickbacks, or filing false claims. We have been, and expect to continue to be, subjected to audits and investigations by government agencies. The failure to comply with the terms of our government contracts could harm our business reputation. It could also result in our progress payments being withheld.

In some instances, these laws and regulations impose terms or rights that are more favorable to the government than those typically available to commercial parties in negotiated transactions. For example, the U.S. Government may terminate any of our government contracts and, in general, subcontracts, at its convenience as well as for default based on performance. Upon termination for convenience of a fixed-price type contract, we normally are entitled to receive the purchase price for delivered items, reimbursement for allowable costs for work-in-process, and an allowance for profit on work actually completed on the contract or adjustment for loss if completion of performance would have resulted in a loss. Upon termination for convenience of a cost reimbursement contract, we normally are entitled to reimbursement of allowable costs plus a portion of the fee. Such allowable costs would normally include our cost to terminate agreements with our suppliers and subcontractors. The amount of the fee recovered, if any, is related to the portion of the work accomplished prior to termination and is determined by negotiation.

A termination arising out of our default could expose us to liability and have a material adverse effect on our ability to compete for future contracts and orders. In addition, on those contracts for which we are teamed with others and are not the prime

contractor, the U.S. Government could terminate a prime contract under which we are a subcontractor, irrespective of the quality of our services as a subcontractor.

In addition, our U.S. Government contracts typically span one or more base years and multiple option years. The U.S. Government generally has the right to not exercise option periods and may not exercise an option period if the agency is not satisfied with our performance on the contract or does not receive funding to continue the program. U.S. Government procurement may adversely affect our cash flow or program profitability.

A significant reduction in the purchase of our products by the U.S. government could have a material adverse effect on our business. The risk that governmental purchases of our products may decline stems from the nature of our business with the U.S. government, where it may:

- terminate, reduce, or modify contracts or subcontracts if its requirements or budgetary constraints change;
- cancel multi-year contracts and related orders if funds become unavailable; and
- shift its spending priorities.

In addition, as a defense contractor, we are subject to risks in connection with government contracts, including without limitation:

- the frequent need to bid on programs prior to completing the necessary design, which may result in unforeseen technological difficulties and/or cost overruns;
- the difficulty in forecasting long-term costs and schedules and the potential obsolescence of products related to long-term, fixed price contracts;
- contracts with varying fixed terms that may not be renewed or followed by follow-on contracts upon expiration;
- cancellation of the follow-on production phase of contracts if program requirements are not met in the development phase;
- the failure of a prime contractor customer to perform on a contract;
- the fact that government contract wins can be contested by other contractors; and
- the inadvertent failure to comply with any the U.S. Government rules, laws, and regulations, including the False Claims Act or the Arms Export Control Act.

We use estimates when accounting for long-term contracts. Changes in estimates could affect our profitability and overall financial position.

Long-term contract accounting requires judgment relative to assessing risks, estimating contract revenues and costs, and making assumptions for schedule and technical issues. Due to the size and nature of many of our contracts, the estimation of total revenues and costs at completion is complicated and subject to many variables. For example, assumptions have to be made regarding the length of time to complete the contract as costs also include expected increases in wages and prices for materials. Similarly, assumptions have to be made regarding the future impact of efficiency initiatives and cost reduction efforts. Incentives, awards, price escalations, liquidated damages, or penalties related to performance on contracts are considered in estimating revenue and profit rates and are recorded when there is sufficient information to assess anticipated performance. It is possible that materially different amounts could be obtained, because of the significance of the judgments and estimation processes described above, if different assumptions were used or if the underlying circumstances were to change. Changes in underlying assumptions, circumstances, or estimates may have a material adverse effect upon future period financial reporting and performance. See “Critical Accounting Estimates and Policies” in Part II, Item 7 of this form 10-K.

Our backlog is subject to reduction and cancellation, which could negatively impact our revenues and results of operations.

Backlog represents products or services that our customers have committed by contract to purchase from us. Total backlog includes both funded (unfilled orders for which funding is authorized, appropriated, and contractually obligated by the customer) and unfunded backlog (firm orders for which funding has not been appropriated and/or contractually obligated by the customer). The Corporation is a subcontractor to prime contractors for the vast majority of our government business; as such, substantially all amounts in backlog are funded. Backlog excludes unexercised contract options and potential orders under ordering type contracts (e.g. Indefinite Delivery / Indefinite Quantity). Backlog is adjusted for changes in foreign exchange rates and is reduced for contract cancellations and terminations in the period in which they occur. Backlog as of December 31, 2015 was \$1,929 million. Backlog is subject to fluctuations and is not necessarily indicative of future sales. The U.S. government may unilaterally modify or cancel its contracts. In addition, under certain of our commercial contracts, our customers may unilaterally modify or terminate their orders at any time for their convenience. Accordingly, certain portions of

our backlog can be cancelled or reduced at the option of the U.S. Government and commercial customers. Our failure to replace cancelled or reduced backlog could negatively impact our revenues and results of operations.

We operate in highly competitive markets.

We compete against companies that often have greater sales volumes and financial, research, human, and marketing resources than we have. In addition, some of our largest customers could develop the capability to manufacture products or provide services similar to products that we manufacture or services that we provide. This would result in these customers supplying their own products or services and competing directly with us for sales of these products or services, all of which could significantly reduce our revenues. Furthermore, we are facing increased international competition and cross-border consolidation of competition. Our management believes that the principal points of competition in our markets are technology, product quality, performance, price, technical expertise, and timeliness of delivery. If we are unable to compete successfully with existing or new competitors in these areas, our business, financial position, results of operations, or cash flows could be materially and adversely impacted.

A downturn in the aircraft market could adversely affect our business.

The aerospace industry is cyclical in nature and can be adversely affected by periodic downturns by a number of factors, including a recession, increasing fuel and labor costs, intense price competition, outbreak of infectious disease, and terrorist attacks, as well as economic cycles, all of which can be unpredictable and are outside our control. Any decrease in demand resulting from a downturn in the aerospace market could adversely affect our business, financial condition, and results of operations.

Our future growth and continued success is dependent upon our key personnel.

Our success is dependent upon the efforts of our senior management personnel and our ability to attract and retain other highly qualified management and technical personnel. We face competition for management and qualified technical personnel from other companies and organizations. Therefore, we may not be able to retain our existing management and technical personnel or fill new management or technical positions or vacancies created by expansion or turnover at our existing compensation levels. Although we have entered into change of control agreements with some members of senior management, we do not have employment contracts with our key executives. We have made a concerted effort to reduce the effect of the loss of our senior management personnel through management succession planning. The loss of members of our senior management and qualified technical personnel could have a material and adverse effect on our business.

Our international operations are subject to risks and volatility.

During 2015, approximately 32% of our consolidated revenue was from customers outside of the United States, and we have operating facilities in foreign countries. Doing business in foreign countries is subject to numerous risks, including without limitation: political and economic instability; the uncertainty of the ability of non-U.S. customers to finance purchases; restrictive trade policies; changes in the local labor-relations climate; economic conditions in local markets; health concerns; and complying with foreign regulatory and tax requirements that are subject to change. While these factors or the impact of these factors are difficult to predict, any one or more of these factors could adversely affect our operations. To the extent that foreign sales are transacted in foreign currencies and we do not enter into currency hedge transactions, we are exposed to risk of losses due to fluctuations in foreign currency exchange rates, particularly for the Canadian dollar, the Euro, Swiss franc, and the British pound. Significant fluctuations in the value of the currencies of the countries in which we do business could have an adverse effect on our results of operations.

We may be unable to protect the value of our intellectual property.

Obtaining, maintaining, and enforcing our intellectual property rights and avoiding infringing on the intellectual property rights of others are important factors to the operation of our business. While we take precautionary steps to protect our technological advantages and intellectual property and rely in part on patent, trademark, trade secret, and copyright laws, we cannot assure that the precautionary steps we have taken will completely protect our intellectual property rights. Because patent applications in the United States are maintained in secrecy until either the patent application is published or a patent is issued, we may not be aware of third-party patents, patent applications, and other intellectual property relevant to our products that may block our use of our intellectual property or may be used in third-party products that compete with our products and processes. When others infringe on our intellectual property rights, the value of our products is diminished, and we may incur substantial

litigation costs to enforce our rights. Similarly, we may incur substantial litigation costs and the obligation to pay royalties if others claim we infringed on their intellectual property rights. When we develop intellectual property and technologies with funding from U.S. Government contracts, the government has the royalty-free right to use that property.

In addition to our patent rights, we also rely on unpatented technology, trade secrets, and confidential information. Others may independently develop substantially equivalent information and techniques or otherwise gain access to or disclose our technology. We may not be able to protect our rights in unpatented technology, trade secrets, and confidential information effectively. We require each of our employees and consultants to execute a confidentiality agreement at the commencement of an employment or consulting relationship with us. There is no guarantee that we will succeed in obtaining and retaining executed agreements from all employees or consultants. Moreover, these agreements may not provide effective protection of our information or, in the event of unauthorized use or disclosure, they may not provide adequate remedies.

Our future financial results could be adversely impacted by asset impairment charges.

At December 31, 2015, we had goodwill and other intangible assets, net of accumulated amortization, of approximately \$1,283 million, which represented approximately 42% of our total assets. Our goodwill is subject to an impairment test on an annual basis and is also tested whenever events and circumstances indicate that goodwill may be impaired. Any excess goodwill resulting from the impairment test must be written off in the period of determination. Intangible assets (other than goodwill) are generally amortized over the useful life of such assets. In addition, from time to time, we may acquire or make an investment in a business that will require us to record goodwill based on the purchase price and the value of the acquired assets. We may subsequently experience unforeseen issues with such business that adversely affect the anticipated returns of the business or value of the intangible assets and trigger an evaluation of the recoverability of the recorded goodwill and intangible assets for such business. Future determinations of significant write-offs of goodwill or intangible assets as a result of an impairment test or any accelerated amortization of other intangible assets could have a material adverse impact on our results of operations and financial condition.

Our operations are subject to numerous domestic and international laws, regulations, and restrictions, and noncompliance with these laws, regulations, and restrictions could expose us to fines, penalties, suspension, or debarment, which could have a material adverse effect on our profitability and overall financial condition.

We have contracts and operations in many parts of the world subject to United States and foreign laws and regulations, including the False Claims Act, regulations relating to import-export control (including the International Traffic in Arms Regulation promulgated under the Arms Export Control Act), technology transfer restrictions, repatriation of earnings, exchange controls, the Foreign Corrupt Practices Act, the U.K. Anti-Bribery Act, and the anti-boycott provisions of the U.S. Export Administration Act. Although we have implemented policies and procedures and provided training that we believe are sufficient to address these risks, we cannot guarantee that our operations will always comply with these laws and regulations. Failure by us, our sales representatives, or consultants to comply with these laws and regulations could result in administrative, civil, or criminal liabilities and could, in the extreme case, result in suspension or debarment from government contracts or suspension of our export privileges, which could have a material adverse effect on our business.

We are subject to liability under environmental laws.

Our business and facilities are subject to numerous federal, state, local, and foreign laws and regulations relating to the use, manufacture, storage, handling, and disposal of hazardous materials and other waste products. Environmental laws generally impose liability for investigation, remediation, and removal of hazardous materials and other waste products on property owners and those who dispose of materials at waste sites, whether or not the waste was disposed of legally at the time in question. We are currently addressing environmental remediation at certain current and former facilities, and we have been named as a potentially responsible party along with other organizations in a number of environmental clean-up sites and may be named in connection with future sites. We are required to contribute to the costs of the investigation and remediation and to establish reserves in our financial statements for future costs deemed probable and estimable. Although we have estimated and reserved for future environmental remediation costs, the final resolution of these liabilities may significantly vary from our estimates and could potentially have an adverse effect on our results of operations and financial position.

Unanticipated changes in our tax provisions or exposure to additional income tax liabilities could affect our profitability.

Our business operates in many locations under government jurisdictions that impose income taxes. Changes in domestic or foreign income tax laws and regulations, or their interpretation, could result in higher or lower income tax rates assessed or changes in the taxability of certain revenues or the deductibility of certain expenses, thereby affecting our income tax expense and profitability. Corporate tax reform continues to be a priority in the U.S. and other jurisdictions. Changes to the tax system

in the U.S. could have significant effects, positive or negative, on our effective tax rate and on our deferred tax assets and liabilities. In addition, audits by income tax authorities could result in unanticipated increases in our income tax expense.

Our current debt, and debt we may incur in the future, could adversely affect our business and financial position.

As of December 31, 2015, we had \$954 million of debt outstanding, of which \$953 million is long-term debt. Our level of debt could have significant consequences for our business including: requiring us to use our cash flow to pay the principal and interest on our debt, reducing funds available for acquisitions and other investments in our business; making us vulnerable to economic downturns and increases in interest rates; limiting us from obtaining additional debt; and impacting our ability to pay dividends.

A percentage of our workforce is employed under collective bargaining agreements.

Approximately 7% of our workforce is employed under collective bargaining agreements, which from time to time are subject to renewal and negotiation. We cannot ensure that we will be successful in negotiating new collective bargaining agreements, that such negotiations will not result in significant increases in the cost of labor, or that a breakdown in such negotiations will not result in the disruption of our operations. Although we have generally enjoyed good relations with both our unionized and non-unionized employees, if we are subject to labor actions, we may experience an adverse impact on our operating results.

Our earnings and margins depend in part on subcontractor performance, as well as raw material and component availability and pricing.

Our businesses depend on suppliers and subcontractors for raw materials and components. At times subcontractors perform services that we provide to our customers. We depend on these subcontractors and vendors to meet their contractual obligations in full compliance with customer requirements. Generally, raw materials and purchased components are available from a number of different suppliers, though several suppliers are our sole source of certain components. If a sole-source supplier should cease or otherwise be unable to deliver such components, our operating results could be adversely impacted. In addition, our supply networks can sometimes experience price fluctuations. Our ability to perform our obligations as a prime contractor may be adversely affected if one or more of these suppliers are unable to provide the agreed-upon supplies or perform the agreed-upon services in a timely and cost-effective manner. While we have attempted to mitigate the effects of increased costs through price increases, there are no assurances that higher prices can effectively be passed through to our customers or that we will be able to offset fully or on a timely basis the effects of higher raw materials costs through price increases.

Our business involves risks associated with complex manufacturing processes.

Our manufacturing processes depend on certain sophisticated and high-value equipment. Unexpected failures of this equipment may result in production delays, revenue loss, and significant repair costs. In addition, equipment failures could result in injuries to our employees. Moreover, the competitive nature of our businesses requires us to continuously implement process changes intended to achieve product improvements and manufacturing efficiencies. These process changes may at times result in production delays, quality concerns, and increased costs. Any disruption of operations at our facilities due to equipment failures or process interruptions could have a material adverse effect on our business.

The airline industry is heavily regulated, and if we fail to comply with applicable requirements, our results of operations could suffer.

Governmental agencies throughout the world, including the U.S. Federal Aviation Administration (FAA) and the European Aviation Safety Agency, prescribe standards and qualification requirements for aircraft components, including virtually all commercial airline and general aviation products. Specific regulations vary from country to country, although compliance with FAA requirements generally satisfies regulatory requirements in other countries. We include, with the products that we sell to our aircraft manufacturing customers, documentation certifying that each part complies with applicable regulatory requirements and meets applicable standards of airworthiness established by the FAA or the equivalent regulatory agencies in other countries. In order to sell our products, we and the products we manufacture must also be certified by our individual original equipment manufacturers (OEM) customers. If any of the material authorizations or approvals qualifying us to supply our products is revoked or suspended, then the sale of the subject product would be prohibited by law, which would have an adverse effect on our business, financial condition, and results of operations.

From time to time, the FAA or equivalent regulatory agencies in other countries propose new regulations or changes to existing regulations, which are usually more stringent than existing regulations. If these proposed regulations are adopted and enacted,

we may incur significant additional costs to achieve compliance, which could have a material adverse effect on our business, financial condition, and results of operations.

Our future success will depend, in part, on our ability to develop new technologies.

Virtually all of the products produced and sold by us are highly engineered and require sophisticated manufacturing and system-integration techniques and capabilities. The commercial and government markets in which we operate are characterized by rapidly changing technologies. The product and program needs of our government and commercial customers change and evolve regularly. Accordingly, our future performance depends in part on our ability to identify emerging technological trends, develop and manufacture competitive products, and bring those products to market quickly at cost-effective prices.

Potential product liability risks exist from the products that we sell.

We manufacture highly engineered products, and such products may contain design or manufacturing errors or defects, which may result in product liability claims against us. For example, in December 2013, we, along with other unaffiliated parties, received a claim from Canadian Natural Resources Limited (CNRL) pertaining to a fire and explosion at a delayed coker unit at CNRL's Fort McMurray refinery which resulted in the injury of five CNRL employees, damage to property and equipment, and various forms of consequential loss such as loss of profit, lost opportunities, and business interruption. The fire and explosion occurred when a CNRL employee bypassed certain safety controls and opened an operating coker unit. The total quantum of alleged damages arising from the incident has not been finalized, but is estimated to meet or exceed \$1 billion. We currently maintain what we believe to be suitable and adequate commercial, property and casualty, product liability, and other forms of insurance to cover this matter and other potential claims. The Corporation is currently unable to estimate an amount, or range of potential losses, if any, from this matter. The Corporation believes it has adequate legal defenses and intends to defend this matter vigorously. There can be no assurance, however, that we will be able to maintain our insurance on acceptable terms or that such insurance will provide adequate protection against these potential liabilities. In the event of a judgment against us on this matter or other claims against us, a lack of sufficient insurance coverage could have a material adverse effect on our business, financial condition, and results of operations. Moreover, even if we maintain adequate insurance, any successful claim could have a material adverse effect on our business, financial condition, results of operations, or cash flows, and on the ability to obtain suitable or adequate insurance.

We self-insure health benefits and may be adversely impacted by unfavorable claims experience

We are self-insured for our health benefits. If the number or severity of claims increases, or we are required to accrue or pay additional amounts because the claims prove to be more severe than our original assessment, our operating results would be adversely affected. Our future claims expense might exceed historical levels, which could reduce our earnings. We expect to periodically assess our self-insurance strategy. We are required to periodically evaluate and adjust our claims reserves to reflect our experience. However, ultimate results may differ from our estimates, which could result in losses over our reserved amounts. In addition, because we do not carry "stop loss" insurance, a significant increase in the number of claims that we must cover under our self-insurance retainage could adversely affect our profitability.

Increasing costs of certain employee and retiree benefits could adversely affect our financial position, results of operations, or cash flows.

Our earnings may be positively or negatively impacted by the amount of income or expense we record for our pension and other postretirement benefit plans. U.S. GAAP requires that we calculate income or expense for the plans using actuarial valuations. These valuations reflect assumptions relating to financial market and other economic conditions. Changes in key economic indicators can change the assumptions. The most significant year-end assumptions used to estimate pension or other postretirement benefit expense for the following year are the discount rate, the expected long-term rate of return on plan assets, expected future medical cost inflation, and expected compensation increases. In addition, we are required to make an annual measurement of plan assets and liabilities, which may result in a significant change to equity through a reduction or increase to other comprehensive income. For a discussion regarding how our financial statements can be affected by pension and other postretirement benefit plans accounting policies, see "Management's Discussion and Analysis—Critical Accounting Estimates and Policies—Pension and Other Postretirement Benefits" in Part II, Item 7 of this Form 10-K. Although U.S. GAAP expense and pension or other postretirement contributions are not directly related, the key economic factors that affect U.S. GAAP expense would also likely affect the amount of cash the company would contribute to the pension or other postretirement plans. Potential pension contributions include both mandatory amounts required under federal law, Employee Retirement Income Security Act, and discretionary contributions to improve the plans' funded status. An obligation to make contributions to pension plans could reduce the cash available for working capital and other corporate uses.

Our operating results and financial condition may be adversely impacted by the current worldwide economic conditions.

We currently generate significant operating cash flows, which combined with access to the credit markets provides us with significant discretionary funding capacity. However, financial markets in the United States, Europe, and Asia have been experiencing extreme disruption in recent years, including, among other things, extreme volatility in security prices, severely diminished liquidity and credit availability, rating downgrades of certain investments and declining valuations of others. While currently these conditions have not impaired our ability to operate our business, there can be no assurance that there will not be a further deterioration in financial markets and confidence in major economies, which could impact customer demand for our products as well as our ability to manage normal commercial relationships with our customers, suppliers, and creditors. We are unable to predict the likely duration and severity of a disruption in financial markets and adverse economic conditions and the effects they will have on our business and financial condition.

Implementing our acquisition strategy involves risks, and our failure to successfully implement this strategy could have a material adverse effect on our business.

One of our key strategies is to grow our business by selectively pursuing acquisitions. Since 2002, we have completed over 50 acquisitions, and we are continuing to actively pursue additional acquisition opportunities, some of which may be material to our business and financial performance. Although we have been successful with this strategy in the past, we may not be able to grow our business in the future through acquisitions for a number of reasons, including:

- Encountering difficulties identifying and executing acquisitions;
- Increased competition for targets, which may increase acquisition costs;
- Consolidation in our industry reducing the number of acquisition targets;
- Competition laws and regulations preventing us from making certain acquisitions; and
- Acquisition financing not being available on acceptable terms or at all.

In addition, there are potential risks associated with growing our business through acquisitions, including the failure to successfully integrate and realize the expected benefits of an acquisition. For example, with any past or future acquisition, there is the possibility that:

- The business culture of the acquired business may not match well with our culture;
- Technological and product synergies, economies of scale and cost reductions may not occur as expected;
- Management may be distracted from overseeing existing operations by the need to integrate acquired businesses;
- We may acquire or assume unexpected liabilities;
- Unforeseen difficulties may arise in integrating operations and systems;
- We may fail to retain and assimilate employees of the acquired business;
- We may experience problems in retaining customers and integrating customer bases; and
- Problems may arise in entering new markets in which we may have little or no experience.

Failure to successfully implement our acquisition strategy, including successfully integrating acquired businesses, could have a material adverse effect on our business, financial condition and results of operations.

War, natural disasters, or other events beyond our control could adversely impact our businesses.

Despite our concerted effort to minimize risk to our production capabilities and corporate information systems and to reduce the effect of unforeseen interruptions to us through business continuity planning and disaster recovery plans, war, natural disasters, such as hurricanes, floods, tornadoes, pandemic diseases, or other events, such as strikes by a significant customer's or supplier's workforce, could adversely impact demand for or supply of our products and could also cause disruption to our facilities or systems, which could also interrupt operational processes and adversely impact our ability to manufacture our products and provide services and support to our customers. We operate facilities in areas of the world that are exposed to natural disasters, such as but not limited to hurricanes, floods, tornados, and pandemic diseases. Financial difficulties of our customers, delays by our customers in production of their products, high fuel prices, the concern of another major terrorist attack, and the overall decreased demand for our products could adversely affect our operating results and financial position.

A resurgence of terrorist activity and/or political instability around the world could cause economic conditions to deteriorate and adversely impact our businesses.

In the past, terrorist attacks have negatively impacted general economic, market, and political conditions. In particular, the 2001 terrorist attacks, compounded with changes in the national economy, resulted in reduced revenues in the aerospace and general industrial markets in 2002 and 2003. Although economic conditions have improved considerably, additional terrorist acts or political instability (wherever located around the world) could cause damage or disruption to our business, our facilities, or our employees, which could significantly impact our business, financial condition, or results of operations. The potential for future terrorist attacks, the national and international responses to terrorist attacks, and political instability, have created many economic and political uncertainties, which could adversely affect our business and results of operations in ways that cannot presently be predicted. In addition, with manufacturing facilities located worldwide, including facilities located in the United States, Western Europe, and the People's Republic of China, we may be impacted by terrorist actions not only against the United States but in other parts of the world as well. In some cases, we are not insured for losses and interruptions caused by terrorist acts.

Intrusion on our systems could damage our business.

We store sensitive data, including intellectual property, proprietary business information, and confidential employee information on our servers and databases. Despite our implementation of firewalls, switchgear, and other network security measures, our servers, databases, and other systems may be vulnerable to computer hackers, physical or electronic break-ins, sabotage, computer viruses, worms, and similar disruptions from unauthorized tampering with our computer systems. We continue to review and enhance our computer systems to try to prevent unauthorized and unlawful intrusions, but in the future it is possible that we may not be able to prevent all intrusions. Such intrusions could result in our network security or computer systems being compromised and possibly result in the misappropriation or corruption of sensitive information or cause disruptions in our services. We might be required to expend significant capital and resources to protect against, remediate, or alleviate problems caused by such intrusions. Any such intrusion could cause us to be non-compliant with applicable laws or regulations, subject us to legal claims or proceedings, disrupt our operations, damage our reputation, and cause a loss of confidence in our products and services, any of which could have a material adverse effect on our business, financial condition, and results of operations.

There are risks associated with owning our common stock.

Like any equity security, our common stock is subject to a number of risks that may adversely impact our share price including: there is a limited trading market in our common stock; we may not in the future be able to pay dividends on our common stock; we may issue common stock for acquisitions or other purposes that could be dilutive to current stockholders; and we have various anti-takeover defenses such as our rights plan and our ability to issue preferred stock that may discourage a potential acquirer.

Item 1B. Unresolved Staff Comments.

None.

Item 2. Properties.

Our corporate headquarters is located at a leased facility in Charlotte, North Carolina. As of December 31, 2015, we had 183 facilities worldwide, including four corporate and shared-services facilities. Approximately 85% of our facilities operate as manufacturing and engineering, metal treatment, or aerospace overhaul plants, while the remaining 15% operate as selling and administrative office facilities. The number and type of facilities utilized by each of our reportable segments are summarized below:

Owned Facilities Location	Commercial/ Industrial	Defense	Power	Total
North America	17	2	3	22
Europe	17	—	—	17
Asia	1	—	—	1
Total	35	2	3	40

Leased Facilities Location	Commercial/ Industrial	Defense	Power	Total
North America	54	10	25	89
Europe	29	6	—	35
Asia	15	—	—	15
Total	98	16	25	139

The buildings on the properties referred to in this Item are well maintained, in good condition, and are suitable and adequate for the uses presently being made of them. Management believes the productive capacity of our properties is adequate to meet our anticipated volume for the foreseeable future.

Item 3. Legal Proceedings.

In the ordinary course of business, we and our subsidiaries are subject to various pending claims, lawsuits, and contingent liabilities. We do not believe that the disposition of any of these matters, individually or in the aggregate, will have a material adverse effect on our consolidated financial position, results of operations, and cash flows.

In December 2013, the Corporation, along with other unaffiliated parties, received a claim, from Canadian Natural Resources Limited (CNRL) filed in the Court of Queen's Bench of Alberta, Judicial District of Calgary. The claim pertains to a January 2011 fire and explosion at a delayed coker unit at its Fort McMurray refinery that resulted in the injury of five CNRL employees, damage to property and equipment, and various forms of consequential loss such as loss of profit, lost opportunities, and business interruption. The fire and explosion occurred when a CNRL employee bypassed certain safety controls and opened an operating coker unit. The total quantum of alleged damages arising from the incident has not been finalized, but is estimated to meet or exceed \$1 billion. The Corporation maintains various forms of commercial, property and casualty, product liability, and other forms of insurance; however, such insurance may not be adequate to cover the costs associated with a judgment against us. The Corporation is currently unable to estimate an amount or range of potential losses, if any, from this matter. The Corporation believes it has adequate legal defenses and intends to defend this matter vigorously. The Corporation's financial condition, results of operations, and cash flows, could be materially affected during a future fiscal quarter or fiscal year by unfavorable developments or outcome regarding this claim.

We have been named in approximately 221 pending lawsuits that allege injury from exposure to asbestos. To date, we have secured dismissals with prejudice and without prejudice in approximately 199 and 319 lawsuits, respectively and are currently in discussions for similar dismissal of several other lawsuits, and have not been found liable or paid any material sum of money in settlement in any case. We believe that the minimal use of asbestos in our past and current operations and the relatively non-friable condition of asbestos in our products makes it unlikely that we will face material liability in any asbestos litigation,

whether individually or in the aggregate. We maintain insurance coverage for these potential liabilities and we believe adequate coverage exists to cover any unanticipated asbestos liability.

Item 4. Mine Safety Disclosures.

Not applicable.

PART II

Item 5. Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

MARKET INFORMATION

Our common stock is listed and traded on the New York Stock Exchange (NYSE) under the symbol CW.

Stock Price Range	2015		2014	
	High	Low	High	Low
Common Stock				
First Quarter	\$ 74.63	\$ 64.40	\$ 69.90	\$ 57.72
Second Quarter	77.57	70.13	70.33	59.22
Third Quarter	73.90	61.59	73.67	60.60
Fourth Quarter	71.86	60.73	72.99	63.90

As of January 1, 2016, we had approximately 4,038 registered shareholders of our common stock, \$1.00 par value.

DIVIDENDS

During 2015 and 2014, the Company paid quarterly dividends of thirteen cents (\$0.13) a share.

	2015	2014
Common Stock		
First Quarter	\$ 0.13	\$ 0.13
Second Quarter	0.13	0.13
Third Quarter	0.13	0.13
Fourth Quarter	0.13	0.13

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth information regarding our equity compensation plans as of December 31, 2015 the end of our most recently completed fiscal year:

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants, and rights	Weighted average exercise price of outstanding options, warrants, and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in the first column)
Equity compensation plans approved by security holders	1,532,551 (a)	\$45.88	2,698,413 (b)
Equity compensation plans not approved by security holders	None	Not applicable	Not applicable

(a) Consists of 1,464,427 shares issuable upon exercise of outstanding options and vesting of performance share units, restricted shares, restricted stock units, and shares to non-employee directors under the 2005 and 2014 Omnibus Incentive Plan, 68,124 shares issuable under the Employee Stock Purchase Plans.

(b) Consists of 2,176,510 shares available for future option grants under the 2014 Omnibus Incentive Plan, 521,903 shares remaining available for issuance under the Employee Stock Purchase Plan.

Issuer Purchases of Equity Securities

The following table provides information about our repurchases of equity securities that are registered by us pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, during the quarter ended December 31, 2015 .

	Total Number of shares purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of a Publicly Announced Program	Maximum Dollar amount of shares that may yet be Purchased Under the Program
October 1 – October 31	268,700	\$ 65.24	2,933,738	\$ 97,246,851
November 1 – November 30	590,152	69.52	3,523,890	56,217,201
December 1 – December 31	733,499	68.64	4,257,389	5,869,950
For the quarter ended December 31	1,592,351	\$ 68.39	4,257,389	\$ 5,869,950

During the fourth quarter of 2015, we substantially completed our September 2014 share repurchase program of approximately \$300 million. On December 9, 2015, the Corporation announced its newly authorized \$200 million share repurchase program. The Company initiated the new program in January 2016 and plans to repurchase at least \$100 million of shares in 2016. Under the current program, shares may be purchased on the open market, in privately negotiated transactions, and under plans complying with Rules 10b5-1 and 10b-18 under the Securities Exchange Act of 1934, as amended.

The following performance graph does not constitute soliciting material and should not be deemed filed or incorporated by reference into any of our other filings under the Securities Act or the Securities Exchange Act of 1934, except to the extent we specifically incorporate this information by reference therein.

PERFORMANCE GRAPH

On January 29, 2016, S&P Dow Jones Indices added Curtiss-Wright to the S&P MidCap 400 Index. The Company was previously a member of the S&P SmallCap 600 Index. The following graph compares the annual change in the cumulative total return on our Company's Common Stock during the last five fiscal years with the annual change in the cumulative total return of the Russell 2000 Index, the S&P MidCap 400 Index, and our self-constructed proxy peer group. The proxy peer group companies are as follows:

AAR Corp	Moog Inc.
Crane Co.	Orbital ATK, Inc.
Cubic Corp	Rockwell Collins Inc.
EnPro Industries Inc.	Spirit Aerosystems Holdings Inc
Esterline Technologies Corp.	Teledyne Technologies Inc.
Hexcel Corp	TransDigm Group Inc
IDEX Corporation	Triumph Group Inc.
Kaman Corp	Woodward Inc
ITT Corp	

The graph assumes an investment of \$100 on December 31, 2010 and the reinvestment of all dividends paid during the following five fiscal years.

COMPARISON OF CUMULATIVE FIVE YEAR TOTAL RETURN



Company / Index	2010	2011	2012	2013	2014	2015
Curtiss-Wright Corp	100	107.50	100.98	193.22	220.91	215.97
S&P MidCap 400 Index	100	98.27	115.83	154.64	169.74	166.05
Russell 2000	100	95.82	111.49	154.78	162.35	155.18
Peer group	100	102.66	116.71	169.04	186.57	192.69

Item 6. Selected Financial Data.

The following table presents our selected financial data from continuing operations. The table should be read in conjunction with Item 7, *Management's Discussion and Analysis of Financial Condition and Results of Operations*, and Item 8, *Financial Statements and Supplementary Data*, of this Annual Report on Form 10-K.

Five-Year Financial Highlights

	CONSOLIDATED SELECTED FINANCIAL DATA					
<i>(In thousands, except per share data)</i>	2015	2014	2013	2012	2011	
Net sales	\$ 2,205,683	\$ 2,243,126	\$ 2,118,081	\$ 1,823,307	\$ 1,732,216	
Net earnings from continuing operations	192,248	169,949	139,404	104,081	117,123	
Total assets	3,029,378	3,399,511	3,458,274	3,114,588	2,635,547	
Total debt	954,342	954,348	959,938	880,215	586,430	
Earnings per share from continuing operations:						
Basic	\$ 4.12	\$ 3.54	\$ 2.97	\$ 2.23	\$ 2.53	
Diluted	\$ 4.04	\$ 3.46	\$ 2.91	\$ 2.20	\$ 2.49	
Cash dividends per share	\$ 0.52	\$ 0.52	\$ 0.39	\$ 0.35	\$ 0.32	

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

COMPANY ORGANIZATION

Curtiss-Wright Corporation and its subsidiaries is a diversified, multinational provider of highly engineered, technologically advanced, products and services to a broad range of industries which are reported through our Commercial/Industrial, Defense, and Power segments. We are positioned as a market leader across a diversified array of niche markets through engineering and technological leadership, precision manufacturing, and strong relationships with our customers. We provide products and services to a number of global markets and have achieved balanced growth through the successful application of our core competencies in engineering and precision manufacturing. Our overall strategy is to be a balanced and diversified company, less vulnerable to cycles or downturns in any one market, and to establish strong positions in profitable niche markets. Approximately 36% of our 2016 revenues are expected to be generated from defense-related markets.

Beginning in the first quarter of 2015, the Corporation realigned its reportable segments as a result of previously announced discontinued operations. As result of this realignment the Corporation's reportable segments are: Commercial/Industrial, Defense, and Power. This realignment has no impact on the Corporation's historical Consolidated Financial Statements. Prior period amounts have been reclassified to conform to current period presentation. Please refer to Note 17 of the Corporation's Consolidated Financial Statements for further information on the segment realignment. For further information on our products and services and the major markets served by our three segments, refer to the Business Description in Part I, Item I of this Annual Report on Form 10-K.

As discussed in Note 2, Discontinued Operations and Assets Held for Sale, of the Corporation's Consolidated Financial Statements, we have completed our divestiture activities. The results of operations of the divested businesses are reported as discontinued operations within our Consolidated Statements of Earnings and prior year amounts have been restated to conform to the current year presentation.

Our Management's Discussion and Analysis of Financial Condition and Results of Operations begins with an overview of our company, followed by economic and industry-wide factors impacting our company and the markets we serve, a discussion of the overall results of continuing operations, and finally a more detailed discussion of those results within each of our reportable operating segments.

Impacts of inflation, pricing, and volume

We have not historically been and do not expect to be significantly impacted by inflation. Increases in payroll costs and increases in raw material costs are generally passed back to our customers over time. We are sensitive to price competitiveness in the markets that we serve and therefore changes in price are generally not a significant factor of changes in revenue. Changes in production rates, the timing of programs and order placement, and the general economic environment of our markets are the primary drivers of changes in volume and related revenues.

Analytical Definitions

Throughout management's discussion and analysis of financial condition and results of operations, the terms "incremental" and "organic" are used to explain changes from period to period. The term "incremental" is used to highlight the impact acquisitions had on the current year results for which there was no comparable prior-year period. Therefore, the results of operations for acquisitions are incremental for the first twelve months from the date of acquisition. The remaining businesses are referred to as the "organic". The definition of "organic" excludes the effect of foreign currency translation.

Market Analysis and Economic Factors

Economic Factors Impacting Our Markets

Curtiss-Wright is a global diversified industrial company that delivers products and services to the commercial, defense, power generation, and industrial markets. Many of Curtiss-Wright's industrial businesses are driven in large part by global economic growth. U.S. and world economies continue to recover from the 2008-2009 financial crisis and global recession, with most measures of economic growth only recently reaching the comparable levels achieved in 2008.

The U.S. economy, as measured by real gross domestic product (GDP), has slowly improved since 2009, aided by decreased levels of unemployment and improvements in the housing market as well as a low interest rate environment.

In 2015, U.S. GDP showed modest growth of 2.4%, according to the most recent estimate, the same rate as 2014 and ahead of the 2.2% increase in 2013.

The U.S. Federal Reserve's decision in late 2015 to increase interest rates for the first time in seven years, aimed at keeping ahead of inflationary pressures, marks the end to the near-zero borrowing costs that have prevailed since the global financial crisis.

Looking ahead to 2016, economists have mixed views on the broader U.S. economy, with current estimates for U.S. real GDP growth ranging from a slight contraction to a slight expansion.

Meanwhile, the global environment contains pockets of economic instability, particularly in China and Europe, which continue to be faced with lower relative levels of economic activity. Outside of the U.S., world economies continue to experience volatility due to the slower than expected rebound following the European debt crisis, a worsening of geopolitical tensions, the continued low oil price environment and excess crude oil supply, declining commodity prices, and the potential for further increases in U.S. interest rates.

Overall, 2016 GDP growth in world economies is expected to grow by approximately 3.6%, up from 3.1% in 2015, according to the International Monetary Fund, aided by slight improvements in U.S. and European economies as well as a rebound in emerging market economies. Looking ahead to the next few years, we remain cautiously optimistic that our commercial and industrial markets will improve when we return to normalized global economic conditions.

Defense

Curtiss-Wright has a well-diversified portfolio of products and services that supply all branches of the U.S. military, with content on many high performance programs and platforms, as well as a growing international defense business. A significant portion of our defense business operations are attributed to the United States market, and characterized by long-term programs and contracts driven primarily by the Department of Defense (DoD) budgets and funding levels.

The U.S. Defense budget serves as a leading indicator of our growth in the defense market. Over the past decade, we experienced a period of significant growth in defense spending and related supplemental budgets, followed by across-the-board sequester cuts "sequestration" mandated by the 2011 Budget Control Act. However, defense budget spending appears to have stabilized and is expected to demonstrate moderate annual growth of at least 2% through 2019.

The FY2016 Defense budget, which began in October 2015, was \$522 billion (base) or \$580 billion (including base plus overseas contingency operations (OCO)), showing solid growth of 4% compared to the prior year period.

The proposed FY2017 Defense budget, which begins in October 2016, is expected to be \$524 billion (base) or \$583 billion (including base plus OCO), a positive for the industry as it would provide the DoD additional stability and flexibility to enter into multi-year contracts, without the impact of sequestration.

We expect to benefit from increased funding levels on C4ISR, electronic warfare, unmanned systems, and communications programs within our aerospace defense market. As a leading supplier of Commercial Off-the-Shelf (COTS) and COTS+ solutions, we continue to demonstrate that electronics technology will enhance our ability to design and develop future generations of advanced systems and products for high performance applications, while also meeting the military's Size, Weight and Power (SWaP) considerations. In our naval defense market, we expect continued solid funding for the U.S. shipbuilding program, particularly as it relates to production on the Ford class aircraft carrier and Virginia class submarine programs. In our ground defense market, the modernization of the existing fleet is expected to recover slowly, while international demand should remain solid, particularly for our turret drive stabilization systems (TDSS).

While we monitor the budget process as it relates to programs in which we participate, we cannot predict the ultimate impact of future DoD budgets, which tend to fluctuate year-by-year and program-by-program. As a result, there may be budget reductions and program cancellations that would negatively impact programs in which we participate.

Commercial Aerospace

Curtiss-Wright derives revenue from the global commercial aerospace market, including the commercial jet, regional jet, and commercial helicopter markets. Our primary focus in this market is OEM products and services for commercial jets, which is highly dependent on new aircraft production. We provide a combination of flight control and utility actuation systems, sensors, and other sophisticated electronics, as well as shot and laser peening services, to our primary customers, Boeing and Airbus. Shot and laser peening are also utilized on highly stressed components of turbine engine fan blades, landing gear, and aircraft structures.

Fiscal 2011 marked the first year in a multi-year production up-cycle for the commercial aerospace market, and industry data supports a steady increase in commercial aircraft deliveries over the next few years. In the current cycle, OEM-oriented companies are expected to perform well, due to planned increases in production by Boeing and Airbus on both legacy and new aircraft, along with strong backlogs.

Steady growth in airline travel continues to drive the commercial aerospace market. According to the International Air Transport Association (IATA), air travel continues to be strong and is likely to reach almost 3.8 billion passenger miles or nearly 7.0% growth in 2016, which is above the 5.5% growth trend of the past two decades. The steady decline in oil prices during the past two years is expected to be a key contributor to the increased passenger growth in 2016, as the fall in the price of fuel is expected to lead to cheaper airfares for consumers. Industry experts also expect a modest long-term growth outlook for both regional and business jets. While we closely monitor these industry metrics, our success and future growth in the commercial aerospace market is primarily tied to the growth in aircraft production rates, the timing of our order placement, and continued partnering with aerospace original equipment manufacturers.

Power Generation

Curtiss-Wright derives revenue from the commercial nuclear power generation market, where we supply a variety of highly engineered products and services, including reactor coolant pumps, control rod drive mechanisms, valves, motors, spent fuel management, containment doors, bolting solutions, enterprise resource planning, plant process controls, and coating services. Curtiss-Wright provides equipment and services to both the aftermarket and new build markets and has content on almost every reactor operating in the U.S. today.

According to the Nuclear Regulatory Commission (NRC), nuclear power comprises approximately 20% of all the electric power produced in the United States, with 99 reactors operating across 61 nuclear power plants in 30 states. Our growth in aftermarket products and services is partially driven by the U.S. plant recertification process, as nearly all of the operating U.S. nuclear power plants have applied for or will be applying for 20-year plant life extensions as they reach the end of their current 40-year operating lives. As of December 31, 2015, 82 reactors have received plant life extensions, applications from 13 additional reactors have been submitted and are pending approval, and letters of intent to apply have been submitted from 5 more reactors with expected application submittal dates from 2016 through 2021.

Additionally, as assessments and analysis from the events at Fukushima continue to drive safety and reliability improvements, we have seen and continue to expect increased opportunities worldwide for our vast portfolio of advanced nuclear technologies, and we also expect increased opportunities as the nuclear industry complies with other regulatory requirements on existing plants, particularly the Tier 1 regulations proposed by the NRC.

In addition to plant re-certifications, there are several factors that are expected to drive long-term global commercial nuclear power demand. The Energy Information Administration (EIA) forecasts that worldwide total energy consumption is expected to increase at an average annual rate of 0.3% through 2040. Continued growth in global demand for electricity, especially in developing countries with limited supply such as China and India, will require increased capacity. In addition, the continued supply constraints and environmental concerns attributed to the current dependence on fossil fuels have led to a greater appreciation of the value of nuclear technology as the most efficient and environmentally friendly source of energy available today. As a result, we expect growth opportunities in this market both domestically and internationally, although the timing of orders remains uncertain.

Curtiss-Wright also plays an important role in the new build market as a key supplier of RCPs for the Westinghouse AP1000 reactor design. Domestically, four new build reactors are under construction utilizing the AP1000 design, for which we are the sole supplier of reactor coolant pumps. Applications for an additional 23 new reactors at 16 power plants have been submitted to the NRC, with the AP1000 design having been selected for 10 of the potential new reactors. Internationally, nuclear plant construction is active. Currently, there are approximately 70 new plants under construction across 14 countries, with approximately 160 planned and 330 proposed over the next several decades. In particular, China intends to expand its nuclear power capabilities significantly through the construction of new nuclear power plants, including two AP1000 plants currently under construction that are expected to be the first Generation III design in operation, with several more new build plants on the horizon. Curtiss-Wright continues to expect to play a role in China's growing nuclear power program and in the fourth quarter of 2015 was awarded a \$468 million contract for sixteen RCPs and the sale of certain non-recurring rights (the new China order).

As a result, we are positioned for strong expected new order activity for our vast array of nuclear technologies due to ongoing maintenance and upgrade requirements on operating nuclear plants, a renewed interest in products to aid safety and extend the reliability of existing reactors, and the continued emphasis on global nuclear power construction.

General Industrial

Revenue derived from our diversified offering to the general industrial market consists of industrial sensors and control systems, critical-function valves and valve systems, as well as surface treatment services. We supply our products and services to OEMs and aftermarket industrial customers, including the transportation, commercial trucking, off-road equipment, agriculture, construction, automotive, chemical, and oil and gas industries. Our performance in these markets is typically sensitive to the performance of the U.S. and global economies, with changes in global GDP rates and industrial production driving our sales, particularly for our surface treatment services.

One of the product drivers within our general industrial markets is our sensors and controls systems products, most notably for electronic throttle controls, shift controls, joysticks, power management systems, traction control systems, serving on-and-off highway, medical mobility and specialty vehicles markets. Increased demand for electronic control systems and sensors has been driven by the need for improved operational efficiency, safety, repeatability, reduced emissions, enhanced functionality, and greater fuel efficiencies to customers worldwide. Key to our future growth is expanding the human-machine interface technology portfolio and providing a complete system solution to our customers. Existing and emerging trends in commercial vehicle safety, emissions control, and improved driver efficiency are propelling commercial vehicle OEMs toward higher performance subsystems. These trends are accelerating the evolution from discrete human machine interface components towards a more integrated vehicle interface architecture. Meanwhile, our surface treatment services, including shot and laser peening, engineered coatings, and analytical testing services, are primarily driven by demand from commercial aerospace and general industrial customers.

Looking ahead, based on expectations for steadily improving global economic conditions, these businesses are likely to experience continued modest growth based on higher sales volumes and new international emissions regulations affecting several industries in which we participate.

We also service the oil and gas, chemical, and petrochemical industries through numerous industrial valve products, where nearly all of our valve sales are to the downstream markets. We maintain a global maintenance, repair and overhaul (MRO) business for our pressure-relief valve technologies as refineries opportunistically service or upgrade equipment that has been operating at full capacity in recent years. We also produce severe service, operation-critical valves for the power and process industries. Over the past few years, the industry has experienced improved performance driven by new exploration and

expansion of sub-segments, including offshore drilling and shale gas, which boosted end-user demand. As a result of these market initiatives and reduced global economic growth, the industry has experienced an excess of global supply of oil, driving a steady decline in crude oil prices throughout 2015, as well as reducing capital expenditures. This challenging oil price environment is expected to continue for the foreseeable future. We also have seen an industrial renaissance in the U.S. chemical industry due to plentiful, affordable natural gas, which has led to further adoption of severe service valve technology. Over the long run, we believe improved economic conditions and continued global expansion will be key drivers for future growth of our severe service and operationally critical valves in the process industry.

RESULTS OF OPERATIONS

<i>(In thousands, except percentages)</i>	Year Ended December 31,			Percent changes	
	2015	2014	2013	2015 vs. 2014	2014 vs. 2013
<i>Sales:</i>					
Commercial/Industrial	\$ 1,184,791	\$ 1,228,097	\$ 1,076,097	(4)%	14 %
Defense	477,413	489,857	480,228	(3)%	2 %
Power	543,479	525,172	561,756	3 %	(7)%
Total sales	\$ 2,205,683	\$ 2,243,126	\$ 2,118,081	(2)%	6 %
<i>Operating income:</i>					
Commercial/Industrial	\$ 171,525	\$ 178,684	\$ 131,305	(4)%	36 %
Defense	98,895	82,552	74,360	20 %	11 %
Power	74,987	51,449	73,402	46 %	(30)%
Corporate and eliminations	(34,790)	(30,312)	(41,944)	(15)%	28 %
Total operating income	\$ 310,617	\$ 282,373	\$ 237,123	10 %	19 %
Interest expense	(36,038)	(35,794)	(37,053)	1 %	(3)%
Other income, net	615	365	980	68 %	NM
Earnings before income taxes	275,194	246,944	201,050	11 %	23 %
Provision for income taxes	(82,946)	(76,995)	(61,646)	8 %	25 %
Earnings from continuing operations	\$ 192,248	\$ 169,949	\$ 139,404	13 %	22 %
New orders	\$ 2,585,038	\$ 2,385,066	\$ 2,142,163		
Backlog	\$ 1,928,727	\$ 1,671,482	\$ 1,595,824		
NM- not meaningful					

Components of sales and operating income growth (decrease):

	2015 vs. 2014		2014 vs. 2013	
	Sales	Operating Income	Sales	Operating Income
Organic	— %	6%	2%	14%
Acquisitions/divestitures	— %	—%	4%	3%
Foreign currency	(2)%	4%	—%	2%
Total	(2)%	10%	6%	19%

Year ended December 31, 2015 compared to year ended December 31, 2014

Sales for the year decreased \$37 million , or 2% , to \$2,206 million , compared with the prior year period. The main driver of the decrease in sales was lower sales in the Commercial/Industrial segment of \$43 million . The increase in sales in the Power segment was driven by the new China order but was partially offset by lower sales in the Defense segment. Changes in sales by segment are discussed in further detail below in the results from segment operations.

Operating income for the year increased \$28 million , or 10% , to \$311 million , and operating margin increased 150 basis points compared with 2014. The increase in operating income and margin is primarily attributable to a \$20 million non-recurring fee as a result of the sale of certain rights, discussed in further detail below, in the Power segment results from segment operations. Additionally, higher operating income in our Defense segment was primarily due to an \$11 million favorable impact of foreign currency.

Non-segment operating expense increased \$4 million , to \$35 million , primarily due to higher pension expense as a result of a one-time pension settlement charge related to the retirement of the company's former Chairman.

Interest expense of \$36 million was essentially flat as compared to the prior year period.

The effective tax rates from continuing operations for 2015 and 2014 were 30.1% and 31.2% , respectively. The decrease in the effective tax rate in 2015, as compared to 2014, is primarily due to an increase in the foreign rate differential and the reenactment and enhancement of certain tax credits and deductions.

New orders increased \$200 million to \$2,585 million at December 31, 2015, primarily due to a new order received in the Power segment for \$468 million, partially offset by lower new orders in the Commercial/Industrial segment and Defense segment, as discussed in further detail below in the results from segment operations.

Comprehensive income (loss)

Pension and postretirement adjustments within comprehensive income during the year ended December 31, 2015, were a \$10 million loss compared with a \$74 million loss for the prior year period. The changes were primarily due to discount rate and mortality assumption gains in 2015 versus losses for the same assumptions in the prior period. Additionally, higher loss amortization and the settlement charge in the current period resulted in a reduction to accumulated comprehensive income. These changes were partially offset by asset losses in the current period due to market under performance.

Foreign currency translation adjustments during the year ended December 31, 2015, were an \$88 million loss, compared with foreign currency translation losses in the comparable prior period of \$79 million . The fluctuations were largely attributable to changes in the Canadian Dollar exchange rates.

Year ended December 31, 2014 compared to year ended December 31, 2013

Sales for the year ended December 31, 2014 increased \$125 million or 6% to \$2,243 million , compared with the prior year period. The main driver of the increase in sales was higher sales in the Commercial/Industrial segment of \$152 million , partially offset by lower sales in the Power segment of \$36 million , discussed in further detail below in the results from segment operations.

Operating income during the year ended December 31, 2014, increased \$45 million , or 19% , to \$282 million . Acquisitions contributed incremental operating income of \$8 million.

On a segment basis, the increase in operating income in our Commercial/Industrial segment of \$47 million , or 36% , to \$179 million , was primarily due to the benefits of prior year acquisitions and higher sales. In our Defense segment, operating income increased \$8 million , or 11% , to \$83 million , primarily due to the impact of acquisitions and the favorable effects of foreign currency. In the Power segment, operating income decreased \$ 22 million , or 30% , to \$51 million , primarily due to higher costs of sales on the AP1000 China program related to design modification and testing costs and lower levels of production on the AP1000 Domestic program.

Non-segment operating expense decreased \$12 million to \$30 million , due to lower pension expense primarily as a result of the prior year's pension amendment.

Interest expense decreased \$1 million , to \$36 million , primarily due to lower borrowings under the credit facility in 2014 as compared with the prior year period.

The effective tax rate from continuing operations for 2014 and 2013 were 31.2% and 30.7% , respectively. The increase in the effective tax rate in 2014, as compared to 2013, is primarily due to lower research and development tax credits.

New orders increased \$243 million to \$2,385 million at December 31, 2014 , due to the incremental impact of acquisitions of \$86 million , a \$91 million TDSS order, and increased orders of pumps and generators in the naval defense market.

Comprehensive income (loss)

Pension and postretirement adjustments for the year ended December 31, 2014 were a \$74 million loss included in other comprehensive income primarily due to the change in the funded status of our pensions plans in connection with the 2014 annual pension remeasurement. The primary driver of the decrease in the funded status of our pension plans was a change in the CW Plan discount rate from 4.75% to 4.0% and an update in the assumption of mortality rates. The \$87 million pension and postretirement gain in other comprehensive income for the year ended December 31, 2013 was mainly due to the actuarial gain resulting from the annual year-end remeasurement. The actuarial gain was driven by an increase in the CW Plan discount rate from 4.0% to 4.75% and favorable asset return performance.

Foreign currency translation adjustments during the year ended December 31, 2014 amounted to a \$79 million loss as compared to a \$7 million loss for the year ended December 31, 2013. The change is primarily due to strengthening of the U.S. dollar versus the British Pound, the Euro, and the Swiss Franc during the year ended December 31, 2014 as compared to relatively flat exchange rates in all three currencies versus the U.S. dollar during the year ended December 31, 2013 .

RESULTS BY BUSINESS SEGMENT

Commercial/Industrial

Sales in the Commercial/Industrial segment are primarily generated from the general industrial and commercial aerospace markets and, to a lesser extent, the defense and power generation markets.

The following tables summarize sales, operating income and margin, and new orders within the Commercial/Industrial segment.

<i>(In thousands, except percentages)</i>	Year Ended December 31,				
	2015	2014	2013	2015 vs 2014	2014 vs 2013
Sales	\$ 1,184,791	\$ 1,228,097	\$ 1,076,097	(4)%	14 %
Operating income	171,525	178,684	131,305	(4)%	36 %
Operating margin	14.5%	14.5%	12.2%	—	230 bps
New orders	\$ 1,138,581	\$ 1,215,029	\$ 1,148,830	(6)%	6 %
Backlog	\$ 456,481	\$ 513,067	\$ 544,371	(11)%	(6)%

NM - not meaningful

Components of sales and operating income growth (decrease):

	2015 vs 2014		2014 vs 2013	
	Sales	Operating Income	Sales	Operating Income
Organic	(1)%	(5)%	7%	32%
Acquisitions/divestitures	— %	1 %	6%	4%
Foreign currency	(3)%	— %	1%	—%
Total	(4)%	(4)%	14%	36%

Year ended December 31, 2015 compared to year ended December 31, 2014

Sales decreased \$43 million , or 4% , to \$1,185 million , from the comparable prior year period. In the general industrial market, lower valve sales serving the energy markets of \$36 million were driven by the decline in the price of crude oil. Additionally, lower sales of our surface technologies services impacted the general industrial market \$8 million, power generation market \$7 million, and the commercial aerospace market \$5 million. This was partially offset by higher valve sales in the naval defense market due to the timing of production of \$15 million.

Operating income decreased \$7 million , or 4% , to \$172 million , and operating margin was flat at 14.5% . The decrease in operating income is primarily due to the unfavorable impact of lower sales volume discussed above. Lower selling expenses as result of the lower sales contributed to flat operating margin.

New orders decreased \$76 million to \$1,139 million from the prior year period, primarily due to lower new orders of our surface technology services of \$29 million and lower valve new orders of \$43 million.

Year ended December 31, 2014 compared to year ended December 31, 2013

Sales increased \$152 million , or 14% , to \$1,228 million , as compared to the prior year period, due to the incremental impact of acquisitions and increased demand in the commercial markets. Acquisitions contributed \$63 million of incremental sales, primarily due to our Arens acquisition, which contributed \$43 million of incremental sales in the general industrial market. The increase in organic sales of \$83 million is primarily due to increases of \$14 million due to the ramp up in production rates on the Boeing 787 program, \$35 million due to higher sales of severe-service and butterfly valve products to the general industrial market, and \$12 million due to increased demand for our surface technology services. In addition, higher valve sales in the naval defense market were due to the timing of production of \$7 million.

Operating income increased \$47 million , or 36% , to \$179 million , and operating margin increased 230 basis points to 14.5% . The increase in operating income is due to increased profitability from our 2013 acquisitions (Phonix, Williams, and Arens) of \$19 million, \$14 million due to higher sales and profitability in our valve businesses, and \$7 million higher operating income in our surface technologies businesses due to the incremental impact of our CCRS acquisition and higher sales of surface technologies services.

New orders increased \$66 million to \$1,215 million , from the prior year period, primarily due to incremental new orders from acquisitions of \$62 million.

Defense

Sales in the Defense segment are primarily to the defense markets and, to a lesser extent, the commercial aerospace and the general industrial markets.

The following tables summarize sales, operating income and margin, and new orders, within the Defense segment.

<i>(In thousands, except percentages)</i>	Year Ended December 31,			Percent Changes	
	2015	2014	2013	2015 vs. 2014	2014 vs. 2013
Sales	\$ 477,413	\$ 489,857	\$ 480,228	(3)%	2%
Operating income	98,895	82,552	74,360	20 %	11%
Operating margin	20.7%	16.9%	15.5%	380 bps	140 bps
New orders	\$ 502,948	\$ 621,012	\$ 545,116	(19)%	14%
Backlog	\$ 533,004	\$ 538,125	\$ 459,360	(1)%	17%

NM - not meaningful

Components of sales and operating income growth (decrease):

	2015 vs. 2014		2014 vs. 2013	
	Sales	Operating Income	Sales	Operating Income
Organic	— %	6%	(1)%	2%
Acquisitions/divestitures	— %	—%	3 %	4%
Foreign currency	(3)%	14%	— %	5%
Total	(3)%	20%	2 %	11%

Year ended December 31, 2015 compared to year ended December 31, 2014

Sales decreased \$12 million , or 3% , to \$477 million , from the comparable prior year period. The impacts of foreign currency decreased sales by \$14 million. Within the defense market, ground defense sales increased \$10 million primarily due to higher sales of TDSS products on international ground defense platforms as a result of several new orders. This performance was partially offset by lower sales of avionics and electronics equipment in the aerospace defense market across various programs totaling \$12 million.

Operating income increased \$16 million , or 20% , to \$99 million , compared with the same period in 2014, while operating margin increased 380 basis points to 20.7% . The increase in operating income is primarily due to favorable foreign currency impacts of \$11 million and a favorable estimate to completion adjustment related to the receipt of a production component of a TDSS contract.

New orders decreased \$118 million , as compared to the prior year, primarily due to the receipt of a \$91 million new order in 2014 for our TDSS product and a lower level of orders in our avionics business.

Year ended December 31, 2014 compared to year ended December 31, 2013

Sales increased \$10 million , or 2% , to \$490 million , from the comparable prior year period. Our Parvus acquisition contributed \$17 million of incremental sales, primarily to the ground defense and aerospace defense markets while the impacts of foreign currency were minimal. In the ground defense market, sales decreased primarily due to lower sales of our ammunition handling systems products of \$4 million.

Operating income increased \$8 million , or 11% , to \$83 million , compared with the same period in 2013, while operating margin increased 140 basis points to 16.9% . The increase in operating income was primarily driven by the impact of our Parvus acquisition of \$3 million and the favorable impact of foreign currency of \$4 million.

New orders increased \$76 million to \$621 million from the prior year period, primarily due to a new \$91 million order for our TDSS product.

Power

Sales in the Power segment are primarily to the power generation and naval defense markets.

The following tables summarize sales, operating income and margin, and new orders, within the Power segment.

	Year Ended December 31,			Percent Changes	
	2015	2014	2013	2015 vs. 2014	2014 vs. 2013
<i>(In thousands, except percentages)</i>					
Sales	\$ 543,479	\$ 525,172	\$ 561,756	3%	(7)%
Operating income	74,987	51,449	73,402	46%	(30)%
Operating margin	13.8%	9.8%	13.1%	400 bps	(330) bps
New orders	\$ 943,509	\$ 549,025	\$ 448,217	72%	22 %
Backlog	\$ 939,242	\$ 620,290	\$ 592,093	51%	5 %

Components of sales and operating income growth (decrease):

	2015 vs. 2014		2014 vs. 2013	
	Sales	Operating Income	Sales	Operating Income
Organic	3 %	46 %	(8)%	(30)%
Acquisitions	— %	— %	1 %	— %
Foreign currency	— %	— %	— %	— %
Total	3 %	46 %	(7)%	(30)%

Year ended December 31, 2015 compared to year ended December 31, 2014

Sales increased \$18 million , or 3% , to \$543 million , from the comparable prior year period. The increase in sales is primarily due to \$33 million of higher sales to the power generation market as a result of the new China order. The contract included a non-recurring fee of \$20 million related to the right to procure AP1000 technology outside of China and the right to incorporate our technology into future generation reactor designs. The Company had no further performance obligations with regards to the sale of these rights. Additionally, we recognized production revenues of \$13 million on the new China order. This was partially offset by lower nuclear aftermarket sales to domestic nuclear operating reactors of \$21 million as a result of ongoing deferred spending on maintenance and upgrades.

Operating income increased \$24 million , or 46% , to \$75 million and operating margin increased 400 basis points to 13.8% . The increase in operating income and operating margin was primarily due to a non-recurring fee as a result of the sale of certain rights described above. In addition, we recorded an unfavorable contract adjustment of \$11.5 million on our long-term AP1000 China contract with Westinghouse, due to production modifications as a result of engineering and endurance testing. The unfavorable contract adjustment was largely offset by a termination order received on a portion of our domestic AP1000 contract. Additionally, despite lower sales, operating income in our nuclear aftermarket businesses improved as result of favorable sales mix and lower costs of sales due to various lean initiatives.

New orders increased \$394 million to \$944 million , compared with the same period in 2014, primarily due to the new AP1000 order of \$468 million discussed above. This was partially offset by the timing of funding on naval defense orders of \$65 million.

Year ended December 31, 2014 compared to year ended December 31, 2013

Sales decreased \$37 million , or 7% , to \$525 million , as compared to the prior year period, primarily due to lower levels of production on the AP1000 domestic programs of \$30 million.

Operating income decreased \$22 million , or 30% , to \$51 million primarily due to higher costs of sales on the AP1000 China program of \$12 million primarily related to design modification and testing costs. Additionally, lower levels of production on the AP1000 Domestic program contributed approximately \$11 million to the decrease in operating income.

New orders increased \$101 million to \$549 million , due to the timing of orders on naval defense orders.

SUPPLEMENTARY INFORMATION

The table below depicts sales by end market. End market sales help provide an enhanced understanding of our businesses and the markets in which we operate. The table has been included to supplement the discussion of our consolidated operating results.

Net Sales by End Market

<i>(In thousands, except percentages)</i>	Year Ended December 31,			Percent changes	
	2015	2014	2013	2015 vs. 2014	2014 vs. 2013
Defense markets:					
Aerospace	\$ 304,521	\$ 290,604	\$ 262,914	5 %	11 %
Ground	85,722	74,066	80,064	16 %	(7)%
Naval	388,304	381,335	370,748	2 %	3 %
Other	8,723	8,610	16,370	1 %	(47)%
Total Defense	\$ 787,270	\$ 754,615	\$ 730,096	4 %	3 %
Commercial markets:					
Aerospace	\$ 398,538	\$ 422,888	\$ 398,870	(6)%	6 %
Power Generation	436,396	429,779	461,574	2 %	(7)%
General Industrial	583,479	635,844	527,541	(8)%	21 %
Total Commercial	\$ 1,418,413	\$ 1,488,511	\$ 1,387,985	(5)%	7 %
Total Curtiss-Wright	\$ 2,205,683	\$ 2,243,126	\$ 2,118,081	(2)%	6 %

Year ended December 31, 2015 compared to year ended December 31, 2014

Defense sales increased \$33 million , or 4% , to \$787 million , as compared to the prior year period, primarily due to higher sales in the aerospace and ground defense markets. Ground defense sales increased primarily due to higher sales of our TDSS product of \$12 million, while sales in the aerospace defense market increased due to higher sales of our embedded computing products on fighter jets.

Commercial sales decreased \$70 million , or 5% , to \$1,418 million , as compared to the prior year period, primarily due to lower sales in the general industrial and commercial aerospace markets. Lower sales in the general international market were driven by lower sales of our industrial valves of \$33 million, lower surface technology services of \$8 million, and various other industrial product sales of \$9 million. Lower sales in the commercial aerospace market were driven by lower sales of avionics flight equipment products of \$14 million.

Year ended December 31, 2014 compared to year ended December 31, 2013

Defense sales increased \$25 million , or 3% , to \$755 million , as compared to the prior year period, primarily due to increases in the aerospace and naval defense markets. Higher sales in the aerospace market was primarily due to the incremental contribution of Parvus of \$6 million and higher sales of embedded computing products of \$11 million. The increase in sales in the naval defense market is primarily due to higher production levels on submarine programs while the decrease in sales in the ground defense market is primarily due to lower sales of our ammunition handling systems products.

Commercial sales increased \$101 million , or 7% , to \$1,489 million , as compared to the prior year period, primarily due to the incremental impact of acquisitions of \$63 million, mostly in the general industrial market. The increase in sales in the commercial aerospace market was primarily driven by increased product sales on the Boeing 787 platform. In the power generation market, sales decreased primarily due to lower levels of production on the AP1000 Domestic programs of \$30 million.

Liquidity and Capital Resources

Sources and Uses of Cash

We derive the majority of our operating cash inflow from receipts on the sale of goods and services and cash outflow for the procurement of materials and labor; cash flow is therefore subject to market fluctuations and conditions. Most of our long-term contracts allow for several billing points (progress or milestone) that provide us with cash receipts as costs are incurred throughout the project rather than upon contract completion, thereby reducing working capital requirements.

Consolidated Statement of Cash Flows

<i>(In thousands)</i>	December 31,		
	2015	2014	2013
Net cash provided by (used in):			
Operating activities	\$ 162,479	\$ 331,766	\$ 237,827
Investing activities	(15,576)	53,448	(313,692)
Financing activities	(289,218)	(92,438)	140,138
Effect of exchange rates	(19,104)	(17,954)	(1,002)
Net increase (decrease) in cash and cash equivalents	\$ (161,419)	\$ 274,822	\$ 63,271

Year ended December 31, 2015 compared to year ended December 31, 2014

Operating Activities

Cash provided by operating activities decreased \$169 million to \$162 million during the year ended December 31, 2015, as compared to the prior year period. The change in cash used for operating activities was primarily due to a voluntary pension contribution of \$145 million made during the first quarter of 2015 and higher advanced payments in 2014. As a result of the voluntary pension contribution we do not anticipate making contributions to the CW plan for the next five years.

Investing Activities

Capital Expenditures

Our capital expenditures were \$36 million in 2015 as compared to \$67 million in 2014. Capital expenditures were lower in 2015, as compared to 2014, due to prior year capital investments in a new building in our naval defense business and lower levels of capital spend across the organization. For 2016, we anticipate capital expenditures of approximately \$50 to \$60 million.

Divestitures

During 2014, we committed to a plan to dispose of certain businesses in order to enhance our operating efficiencies and focus on our core strengths. In 2015, we disposed of four businesses aggregating to cash proceeds of \$ 31 million , while in 2014, we disposed of four businesses aggregating to cash proceeds of \$153 million .

Acquisitions

During 2015, we acquired one business and expect to continue to seek acquisitions that are consistent with our long-term growth strategy. A combination of cash resources, including cash on hand, and funds available under our credit agreement, were utilized to fund the acquisition, which totaled \$13 million . In 2014, we acquired three businesses with a total purchase price of \$34 million .

Additional acquisitions will depend, in part, on the availability of financial resources at a cost of capital that meet our stringent criteria. As such, future acquisitions, if any, may be funded through the use of our cash and cash equivalents, through additional financing available under the credit agreement, or through new financing alternatives.

Financing Activities

Debt Issuances

There were no debt issuances or significant principal payments on outstanding notes in 2015 or 2014.

Revolving Credit Agreement

As of December 31, 2015, the Corporation had no borrowings outstanding under the 2012 Senior Unsecured Revolving Credit Agreement (the Credit Agreement or credit facility) and \$37 million in letters of credit supported by the credit facility. The

unused credit available under the Credit Agreement at December 31, 2015 was \$463 million, which could be borrowed in full without violating any of our debt covenants.

Repurchase of Common Stock

On September 25, 2014, the Company received authorization from its Board of Directors to enter into a share repurchase program beginning in 2015 to purchase up to approximately \$300 million of its common stock. The 2014 share repurchase program was substantially complete as of December 31, 2015. On December 9, 2015, the Corporation announced its newly authorized \$200 million share repurchase program. The Company initiated the new program in January 2016 and plans to repurchase at least \$100 million of shares in 2016.

During 2015, the Company repurchased approximately 4,257,000 shares of its common stock for \$294 million . In 2014, the Company repurchased approximately 976,000 shares of its common stock for \$65 million .

Dividends

During 2015 and 2014, the company made dividend payments of approximately \$24 million and \$25 million , respectively.

Year ended December 31, 2014 compared to year ended December 31, 2013

Operating Activities

Cash provided by operating activities increased \$94 million to \$332 million , during the year ended December 31, 2014, as compared to the prior year period, primarily due to higher cash earnings, improved advanced collections, and lower cash taxes.

Investing Activities

Capital Expenditures

Our capital expenditures were \$67 million in 2014 as compared to \$72 million in 2013. Capital expenditures were lower in 2014, as compared to 2013, primarily due to expansions in certain business within our Commercial segment in 2013.

Divestitures

In 2014, we disposed of four businesses aggregating to cash proceeds of \$153 million . No divestitures took place during 2013.

Acquisitions

During 2014, we acquired three businesses and expect to continue to seek acquisitions that are consistent with our long-term growth strategy. A combination of cash resources, including cash on hand, funds available under our credit agreement, and proceeds from our Senior Notes, were utilized to fund the acquisitions, which totaled \$34 million . In 2013, we acquired five businesses with a total purchase price of \$236 million .

Financing Activities

Debt Issuances

There were no debt issuances or significant principal payments on outstanding notes in 2014. In 2013, the Corporation issued \$500 million of Senior Notes and repaid the \$125 million 2003 senior notes that had matured.

Revolving Credit Agreement

In December 2014, the Corporation amended our existing credit facility by entering into a Second Amendment to the Third Amended and Restated Credit Agreement (Credit Agreement) with a syndicate of financial institutions, led by Bank of America N.A., Wells Fargo, N.A, and JP Morgan Chase Bank, N.A. The amendment extends the maturity date of the agreement to November, 2019. There were no other material modifications made to the Credit Agreement

As of December 31, 2014, the Corporation had no borrowings outstanding under the 2012 Senior Unsecured Revolving Credit Agreement (the Credit Agreement or credit facility) and \$54 million in letters of credit supported by the credit facility. The

unused credit available under the Credit Agreement at December 31, 2014 was \$446 million which could be borrowed in full without violating any of our debt covenants.

Repurchase of Common Stock

During the year-end December 31, 2014, the Company repurchased approximately 976,000 shares of our common stock for \$65 million. The Company did not repurchase any shares of its common stock during 2013.

Dividends

In the first quarter of 2014, the Corporation increased its quarterly dividend to thirteen cents (\$0.13) a share, a 30% increase over the prior year dividend. In the second quarter of 2013, the Corporation increased its quarterly dividend to ten cents (\$0.10) a share, an 11.1% increase over the prior year dividend. Cash used to make dividend payments during the year ended December 31, 2014 and 2013 were \$25 million and \$18 million, respectively.

Prior debt issuances

In August 2012, we amended and refinanced our existing credit facility by entering into a Third Amended and Restated Credit Agreement (Credit Agreement) with a syndicate of financial institutions, led by Bank of America N.A., Wells Fargo, N.A, and JP Morgan Chase Bank, N.A. The proceeds available under the Credit Agreement are to be used for working capital, internal growth initiatives, funding of future acquisitions, and general corporate purposes. Under the terms of the Credit Agreement, we have a borrowing capacity of \$500 million. In addition, the Credit Agreement provides an accordion feature which allows us to borrow an additional \$100 million.

The Credit Agreement contains covenants that we consider usual and customary for an agreement of this type for comparable commercial borrowers, including a maximum consolidated net debt-to-capitalization ratio of 60 percent. The agreement has customary events of default, such as non-payment of principal when due; nonpayment of interest, fees, or other amounts; cross-payment default and cross-acceleration with the Corporation's other senior indebtedness.

Borrowings under the Credit Agreement will accrue interest based on (i) Libor or (ii) a base rate of the highest of (a) the federal funds rate plus 0.5%, (b) BofA's announced prime rate or (c) the Eurocurrency rate plus 1%, plus a margin. The interest rate and level of facility fees are dependent on certain financial ratios, as defined in the Credit Agreement. The Credit Agreement also provides customary fees, including administrative agent and commitment fees. In connection with the Credit Agreement, we paid customary transaction fees that have been deferred and are being amortized over the term of the Credit Agreement.

On December 8, 2011, we issued \$300 million of Senior Notes (the "2011 Notes"). The 2011 Notes consist of \$100 million of 3.84% Senior Notes that mature on December 1, 2021 and \$200 million of 4.24% Senior Series Notes that mature on December 1, 2026. The 2011 Notes are senior unsecured obligations, equal in right of payment to our existing senior indebtedness. We, at our option, can prepay at any time all or any part of our 2011 Notes, subject to a make-whole payment in accordance with the terms of the Note Purchase Agreement. In connection with our 2011 Notes, we paid customary fees that have been deferred and are being amortized over the term of our 2011 Notes. We are required under the Note Purchase Agreement to maintain certain financial ratios, the most restrictive of which is a debt to capitalization limit of 60%. The 2011 Notes also contain a cross default provision with our other senior indebtedness.

On December 1, 2005, we issued \$150 million of 5.51% Senior Series Notes (the "2005 Notes"). Our 2005 Notes mature on December 1, 2017 and are senior unsecured obligations, equal in right of payment to our existing senior indebtedness. We, at our option, can prepay at any time all or any part of our 2005 Notes, subject to a make-whole payment in accordance with the terms of the Note Purchase Agreement. In connection with our 2005 Notes, we paid customary fees that have been deferred and are being amortized over the term of our 2005 Notes. We are required under the Note Purchase Agreement to maintain certain financial ratios, the most restrictive of which is a debt to capitalization limit of 60%. The 2005 Notes also contains a cross default provision with our other senior indebtedness.

Capital Resources

Cash in Foreign Jurisdictions

Cash and cash equivalents at December 31, 2015 were \$289 million, of which \$247 million were held by foreign subsidiaries. Our Canadian and British subsidiaries held a substantial portion of the Company's cash and cash equivalents, approximately \$86 million and \$85 million, respectively, at December 31, 2015. Cash and cash equivalents at December 31, 2014 were \$450

million, of which \$195 million were held by foreign subsidiaries. Our Canadian subsidiaries held approximately \$79 million at December 31, 2014. The decrease in cash held by U.S subsidiaries during 2015, as compared to 2014, was primarily due to the Company's discretionary pension payment of \$145 million and cash used for share repurchases. There are no legal or economic restrictions, absent certain regulatory approvals in China, where approximately \$11 million of our foreign cash resides, on the ability of any of our subsidiaries to transfer funds. The Company regularly assesses its cash needs and the available sources to fund these needs. Our current assessment does not indicate the need to repatriate foreign cash and cash equivalents to fund U.S. operations; however, this is subject to change based on changes in global economic conditions, changes in global tax rates, and changes in the global geopolitical environment.

Cash Utilization

Management continually evaluates cash utilization alternatives, including share repurchases, acquisitions, and increased dividends to determine the most beneficial use of available capital resources. We believe that our cash and cash equivalents, cash flow from operations, available borrowings under the credit facility, and ability to raise additional capital through the credit markets are sufficient to meet both the short-term and long-term capital needs of the organization, including the return of capital to shareholders through dividends and share repurchases and growing our business through acquisitions.

Debt Compliance

As of December 31, 2015, we were in compliance with all debt agreements and credit facility covenants, including our most restrictive covenant, which is our debt to capitalization ratio limit of 60%. As of December 31, 2015 we had the ability to incur total additional indebtedness of \$796 million without violating our debt to capitalization covenant.

Future Commitments

Cash generated from operations should be adequate to meet our planned capital expenditures of approximately \$50 to \$60 million and expected dividend payments of approximately \$24 million in 2016. There can be no assurance, however, that we will continue to generate cash from operations at the current level. If cash generated from operations is not sufficient to support these operating requirements and investing activities, we may be required to reduce capital expenditures, borrow from our existing credit line, refinance a portion of our existing debt, or obtain additional financing. While all companies are subject to economic risk, we believe that our cash and cash equivalents, cash flow from operations, and available borrowings are sufficient to meet both the short-term and long-term capital needs of the organization.

In 2015, we made a discretionary pension contribution of \$145 million to the Curtiss-Wright Pension Plan, and as a result do not anticipate making further contributions in the next five years. For more information on our pension and other postretirement benefits plans see Note 16 to the Consolidated Financial Statements.

The following table quantifies our significant future contractual obligations and commercial commitments as of December 31, 2015 :

<i>(In thousands)</i>	Total	2016	2017	2018	2019	2020	Thereafter
Debt Principal Repayments	\$ 954,342	\$ 1,259	\$ 150,000	\$ —	\$ —	\$ —	\$ 803,083
Interest Payment on Fixed Rate Debt	322,618	39,908	39,206	31,643	31,643	31,643	148,575
Operating Leases	133,513	26,676	21,657	18,319	14,320	10,736	41,805
Build-to-suit Lease	19,771	1,351	1,370	1,277	1,309	1,342	13,122
Total	\$ 1,430,244	\$ 69,194	\$ 212,233	\$ 51,239	\$ 47,272	\$ 43,721	\$ 1,006,585

We do not have material purchase obligations. Most of our raw material purchase commitments are made directly pursuant to specific contract requirements.

We enter into standby letters of credit agreements and guarantees with financial institutions and customers primarily relating to future performance on certain contracts to provide products and services and to secure advance payments we have received from certain international customers. At December 31, 2015, we had contingent liabilities on outstanding letters of credit due as follows:

<i>(In thousands)</i>	Total	2016	2017	2018	2019	2020	Thereafter ⁽¹⁾
Letters of Credit	\$ 37,319	\$ 24,855	\$ 6,153	\$ 4,471	\$ 707	\$ 728	\$ 405

(1) Amounts indicated as Thereafter are letters of credit that expire during the revolving credit agreement term but will automatically renew on the date of expiration. In addition, amounts exclude bank guarantees of approximately \$14.7 million .

Critical Accounting Estimates and Policies

Our consolidated financial statements and accompanying notes are prepared in accordance with accounting principles generally accepted in the United States of America. Preparing consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, and expenses. These estimates and assumptions are affected by the application of our accounting policies. Critical accounting policies are those that require application of management's most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain and may change in subsequent periods. We believe that the following are some of the more critical judgment areas in the application of our accounting policies that affect our financial condition and results of operations:

Revenue Recognition

The realization of revenue refers to the timing of its recognition in our accounts and is generally considered realized or realizable and earned when the earnings process is substantially complete and all of the following criteria are met: 1) persuasive evidence of an arrangement exists; 2) delivery has occurred or services have been rendered; 3) our price to our customer is fixed or determinable; and 4) collectability is reasonably assured.

We determine the appropriate method by which we recognize revenue by analyzing the terms and conditions of each contract or arrangement entered into with our customers. Revenue is recognized on certain product sales, which represents approximately 54% of our 2015 total net sales, as production units are shipped and title and risk of loss have transferred. Revenue is recognized on service type contracts, which represents approximately 19% of our 2015 total net sales, as services are rendered. The majority of our service revenues are generated within our Commercial/Industrial segment. The significant estimates we make in recognizing revenue relate primarily to long-term contracts generally accounted for using the cost-to-cost method of percentage-of-completion accounting that are associated with the design, development and manufacture of highly engineered industrial products used in commercial and defense applications.

Percentage-of-completion accounting

Revenue recognized using the cost-to-cost method of percentage-of-completion accounting represented approximately 25% of our total net sales in 2015 . The typical length of our contracts that utilize the cost-to-cost method of percentage-of-completion accounting is 2 -5 years. This method recognizes revenue and profit as the contracts progress towards completion. Under the cost-to-cost method of percentage-of-completion accounting, sales and profits are recorded based on the ratio of costs incurred to an estimate of costs at completion.

Application of the cost-to-cost method of percentage-of-completion accounting requires the use of reasonable and dependable estimates of the future material, labor, and overhead costs that will be incurred and a disciplined cost estimating system in which all functions of the business are integrally involved. These estimates are determined based upon industry knowledge and experience of our engineers, project managers, and financial staff. These estimates are significant and reflect changes in cost and operating performance throughout the contract and could have a significant impact on our operating performance. Adjustments to original estimates for contract revenue, estimated costs at completion, and the estimated total profit are often required as work progresses throughout the contract and more information is obtained, even though the scope of work under the contract may not change. These changes are recorded on a cumulative basis in the period they are determined to be necessary.

Under the cost-to-cost method of percentage-of-completion accounting, provisions for estimated losses on uncompleted contracts are recognized in the period in which the likelihood of such losses are determined to be probable. However, costs may be deferred in anticipation of future contract sales if follow-on production orders are deemed probable. Amounts representing contract change orders are included in revenue only when they can be estimated reliably and their realization is reasonably assured.

In 2015, the Corporation recorded additional costs of \$11.5 million related to its long-term contract with Westinghouse to deliver RCPs for the AP1000 nuclear power plants in China. The increase in costs is due to a change in estimate related to production modifications that are the result of engineering and endurance testing. In 2014 and 2013, the aggregate net changes in estimates of contract costs were not material to the Consolidated Statement of Earnings for such annual period.

Multiple-element arrangements

From time to time, we may enter into multiple-element arrangements in which a customer may purchase a combination of goods, services, or rights to intellectual property. We follow the multiple element accounting guidance within ASC 605-25 for such arrangements which require: (1) determining the separate units of accounting; (2) determining whether the separate units of accounting have stand-alone value; and (3) measuring and allocating the arrangement consideration. We allocate the arrangement consideration in accordance with the selling price hierarchy which requires: (1) the use of vendor-specific objective evidence (VSOE), if available; (2) if VSOE is not available, the use of third-party evidence (TPE); and, if TPE is not available, (3) our best-estimate of selling price (BESP). Approximately 1% of the Company's 2015 net sales were the result of the sale of certain intellectual property licensing rights within a multiple-element arrangement with China for AP1000 reactor coolant pumps (the new China order). The Company had no further performance obligations with regards to the sale of these perpetual rights. The remainder of the contract, related to the production of sixteen RCPs, will be recognized using percentage-of-completion accounting through 2021.

Inventory

Inventory costs include materials, direct labor, purchasing, and manufacturing overhead costs, which are stated at the lower of cost or market, where market is limited to the net realizable value. We estimate the net realizable value of our inventories and establish reserves to reduce the carrying amount of these inventories to net realizable value, as necessary. We continually evaluate the adequacy of the inventory reserves by reviewing historical scrap rates, on-hand quantities as compared with historical and projected usage levels, and other anticipated contractual requirements. We generally hold reserved inventory for extended periods before scrapping and disposing of the reserved inventory, which contributes to a higher level of reserved inventory relative to the level of annual inventory write-offs.

We purchase materials for the manufacture of components for sale. The decision to purchase a set quantity of a particular item is influenced by several factors including: current and projected price, future estimated availability, existing and projected contracts to produce certain items, and the estimated needs for our businesses.

For certain of our long-term contracts, we utilize progress billings, which represent amounts billed to customers prior to the delivery of goods and services and are recorded as a reduction to inventory and receivables. Amounts are first applied to unbilled receivables and any remainder is then applied to inventory. Progress billings are generally based on costs incurred, including direct costs, overhead, and general and administrative costs.

Pension and Other Postretirement Benefits

In consultation with our actuaries, we determine the appropriate assumptions for use in determining the liability for future pension and other postretirement benefits. The most significant of these assumptions include the discount rates used to determine plan obligations, the expected return on plan assets, and the number of employees who will receive benefits, their tenure, their salary levels, and their projected mortality. Changes in these assumptions, if significant in future years, may have an effect on our pension and postretirement expense, associated pension and postretirement assets and liabilities, and our annual cash requirements to fund these plans.

The discount rate used to determine the plan benefit obligations as of December 31, 2015, and the annual periodic costs for 2016, was increased from 4.00% to 4.25% for the Curtiss-Wright Pension Plan, and from 3.75% to 4.25% for the nonqualified benefit plan, to reflect current economic conditions. The rates reflect the hypothetical rates at which the projected benefit obligations could be effectively settled or paid out to participants on that date. We determine our discount rates utilizing a select bond yield curve developed by our actuaries, by using the rates of return on high-quality, fixed-income corporate bonds available at the measurement date with maturities that match the plan's expected cash outflows for benefit payments. These changes contributed to a decrease in the benefit obligation of \$21 million in the CW plans. The rate of compensation increase for base pay in the pension plans was unchanged at a weighted average of 3.4% based upon a graded scale of 5.0% to 3.0% that decrements as pay increases, which reflects the experience over past years and the Company's expectation of future salary increases. We also utilized the RP-2014 mortality tables published by the Society of Actuaries, and updated the projected mortality scale to MP-2015, which reflects a slower rate of future mortality improvements than the previous MP-2014 table utilized. This change contributed to a decrease in the benefit obligation of \$8 million.

The overall expected return on assets assumption is based primarily on the expectations of future performance. Expected future performance is determined by weighting the expected returns for each asset class by the plan's asset allocation. The expected returns are based on long-term capital market assumptions provided by our investment consultants. Based on a review of market trends, actual returns on plan assets and other factors, the Company's expected long-term rate of return on plan assets was lowered to 8.25% at December 31, 2015, which will be utilized for determining 2016 pension cost. An expected long-term rate of return of 8.50% was used for determining 2015, 2014 and 2013 pension expense.

The timing and amount of future pension income or expense to be recognized each year is dependent on the demographics and expected compensation of the plan participants, the expected interest rates in effect in future years, inflation, and the actual and expected investment returns of the assets in the pension trust.

The funded status of the Curtiss-Wright Pension Plan increased by \$115 million in 2015, primarily due to the \$145 million voluntary contribution in January 2015, the increase in the discount rate and the change in the mortality projection scale used to value plan obligations at December 31, 2015. These increases to funded status were offset by a loss in asset performance

The following table reflects the impact of changes in selected assumptions used to determine the funded status of the Company's U.S. qualified and nonqualified pension plans as of December 31, 2014 (in thousands, except for percentage point change):

Assumption	Percentage Point Change	Increase in Benefit Obligation	Increase in Expense
Discount rate	(0.25)%	\$20,000	\$2,200
Rate of compensation increase	0.25 %	\$3,000	\$700
Expected return on assets	(0.25)%	—	\$1,500

See Note 15 to the Consolidated Financial Statements for further information on our pension and postretirement plans.

Purchase Accounting

We apply the purchase method of accounting to our acquisitions. Under this method, we allocate the cost of business acquisitions to the assets acquired and liabilities assumed based on their estimated fair values at the date of acquisition, commonly referred to as the purchase price allocation. As part of the purchase price allocations for our business acquisitions, identifiable intangible assets are recognized as assets apart from goodwill if they arise from contractual or other legal rights, or if they are capable of being separated or divided from the acquired business and sold, transferred, licensed, rented, or exchanged. The purchase price is allocated to the underlying tangible and intangible assets acquired and liabilities assumed based on their respective fair market values, with any excess recorded as goodwill. We determine the fair values of such assets and liabilities, generally in consultation with third-party valuation advisors. Such fair value assessments require significant judgments and estimates such as projected cash flows, discount rates, royalty rates, and remaining useful lives that can differ materially from actual results. The analysis, while substantially complete, is finalized no later than twelve months from the date of acquisition. The fair value of assets acquired (net of cash) and liabilities assumed of our 2015 acquisition was not material.

Goodwill

We have \$1 billion in goodwill as of December 31, 2015. Generally, the largest separately identifiable asset from the businesses that we acquire is the value of their assembled workforces, which includes the additional benefit received from management, administrative, marketing, business development, engineering, and technical employees of the acquired businesses. The success of our acquisitions, including the ability to retain existing business and to successfully compete for and win new business, is based on the additional benefit received from management, administrative, marketing, and business development, scientific, engineering, and technical skills and knowledge of our employees rather than on productive capital (plant and equipment, technology, and intellectual property). Therefore, since intangible assets for assembled workforces are part of goodwill, the substantial majority of the intangible assets for our acquired business acquisitions are recognized as goodwill.

We test for goodwill impairment annually, at the reporting unit level, in the fourth quarter, which coincides with the preparation of our five-year strategic operating plan. Additionally, goodwill is tested for impairment when an event occurs or if circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount.

The Company performs either a quantitative or qualitative assessment to assess if the fair value of its reporting units exceeds its carrying value. The qualitative goodwill impairment assessment requires evaluating factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. As part of our goodwill qualitative assessment process for each reporting unit, when utilized, we evaluate various factors that are specific to the reporting unit as well as industry and macroeconomic factors in order to determine whether it is reasonably likely to have a material impact on the fair value of our reporting units. Examples of the factors that are considered include the results of the most recent impairment test, current and long-range forecasts, and changes in the strategic outlook or organizational structure of the reporting units. The long-range financial forecasts of the reporting units are compared to the forecasts used in the prior year analysis to determine if management expectations for the business have changed.

Actual results may differ from those estimates. When performing the quantitative assessment to calculate the fair value of a reporting unit, we consider both comparative market multiples as well as estimated discounted cash flows for the reporting unit. The significant estimates and assumptions include, but are not limited to, revenue growth rates, operating margins, and future economic and market conditions. The discount rates are based upon the reporting unit's weighted average cost of capital. As a supplement, we conduct additional sensitivity analysis to assess the risk for potential impairment based upon changes in the key assumptions such as the discount rate, expected long-term growth rate, and cash flow projections. If an impairment is identified, the second step is to measure the impairment loss by comparing the implied fair value of goodwill with the carrying value of the goodwill on the reporting unit. Based upon the completion of our annual test, which included qualitative and quantitative assessments, we determined that there was no impairment of value and that all reporting units' estimated fair values were substantially in excess of their carrying amounts. Determining the fair value of a reporting unit is judgmental in nature and involves the use of significant estimates and assumptions that we believe are reasonable but inherently uncertain. Therefore, it is not reasonably likely that significant changes in these estimates would occur that would result in an impairment charge.

Other Intangible Assets

Other intangible assets are generally the result of acquisitions and consist primarily of purchased technology, customer related intangibles, and trademarks. Intangible assets are recorded at their fair values as determined through purchase accounting, based on estimates and judgments regarding expectations for the estimated future after-tax earnings and cash flows arising from follow on sales. Definite-lived intangible assets are amortized on a straight-line basis over their estimated useful lives, which generally range from 1 to 20 years. Customer related intangibles primarily consist of customer relationships, which reflect the value of the benefit derived from the incremental revenue and related cash flows as a direct result of the customer relationship. We review the recoverability of all intangible assets, including the related useful lives, whenever events or changes in circumstances indicate that the carrying amount might not be recoverable. We would record any impairment in the reporting period in which it has been identified.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk.

We are exposed to certain market risks from changes in interest rates and foreign currency exchange rates as a result of our global operating and financing activities. We seek to minimize any material risks from foreign currency exchange rate fluctuations through our normal operating and financing activities and, when deemed appropriate, through the use of derivative financial instruments. We used forward foreign currency contracts to manage our currency rate exposures during the year ended December 31, 2015, and, in order to manage our interest rate risk, we may, from time to time, enter into interest rate swaps to balance the ratio of fixed to floating rate debt. We do not use such instruments for trading or other speculative purposes. Information regarding our accounting policy on financial instruments is contained in Note 1-L to the Consolidated Financial Statements.

Interest Rates

The market risk for a change in interest rates relates primarily to our debt obligations. Our fixed rate interest exposure, without consideration of our interest rate swap agreements was 100% and 99% , at December 31, 2015 and December 31, 2014 , respectively. In order to manage our interest rate exposure, from time to time, we enter into interest rate swap agreements to manage our mix of fixed-rate and variable-rate debt. With the interest rate swap agreements that were in place as of December 31, 2015 , and December 31, 2014 , our fixed rate interest exposure was 58% and 57% , respectively. As of December 31, 2015 , a change in interest rates of 1% would have an impact on consolidated interest expense of approximately \$4 million . Information regarding our 2013, 2011 and 2005 Notes, Revolving Credit Agreement, and Interest Rate Swaps is contained in Note 12 to the Consolidated Financial Statements.

Foreign Currency Exchange Rates

Although the majority of our business is transacted in U.S. dollars, we do have market risk exposure to changes in foreign currency exchange rates, primarily as it relates to the value of the U.S. dollar versus the Canadian dollar, the British pound, the Euro, and the Swiss franc. Any significant change against the U.S. dollar in the value of the currencies of those countries in which we do business could have an effect on our business, financial condition, and results of operations. If foreign exchange rates were to collectively weaken or strengthen against the dollar by 10%, net earnings would have been reduced or increased, respectively, by approximately \$7 million as it relates exclusively to foreign currency exchange rate exposures.

Financial instruments expose us to counter-party credit risk for non-performance and to market risk for changes in interest and foreign currency rates. We manage exposure to counter-party credit risk through specific minimum credit standards, diversification of counter-parties, and procedures to monitor concentrations of credit risk. We monitor the impact of market risk on the fair value and cash flows of our investments by investing primarily in investment grade interest-bearing securities, which have short-term maturities. We attempt to minimize possible changes in interest and currency exchange rates to amounts that are not material to our consolidated results of operations and cash flows.

Item 8. Financial Statements and Supplementary Data.

CONSOLIDATED STATEMENTS OF EARNINGS

	For the years ended December 31,		
	2015	2014	2013
<i>(In thousands, except per share data)</i>			
Net sales			
Product sales	\$ 1,796,802	\$ 1,815,028	\$ 1,719,591
Service sales	408,881	428,098	398,490
Total net sales	2,205,683	2,243,126	2,118,081
Cost of sales			
Cost of product sales	1,156,596	1,190,714	1,123,291
Cost of service sales	265,832	275,896	258,951
Total cost of sales	1,422,428	1,466,610	1,382,242
Gross profit	783,255	776,516	735,839
Research and development expenses	(60,837)	(67,842)	(63,580)
Selling expenses	(121,482)	(128,005)	(128,473)
General and administrative expenses	(290,319)	(298,296)	(306,663)
Operating income	310,617	282,373	237,123
Interest expense	(36,038)	(35,794)	(37,053)
Other income, net	615	365	980
Earnings before income taxes	275,194	246,944	201,050
Provision for income taxes	(82,946)	(76,995)	(61,646)
Earnings from continuing operations	192,248	169,949	139,404
Loss from discontinued operations, net of taxes	(46,787)	(56,611)	(1,423)
Net earnings	\$ 145,461	\$ 113,338	\$ 137,981
Basic earnings per share:			
Earnings from continuing operations	\$ 4.12	\$ 3.54	\$ 2.97
Loss from discontinued operations	(1.00)	(1.18)	(0.03)
Total	\$ 3.12	\$ 2.36	\$ 2.94
Diluted earnings per share:			
Earnings from continuing operations	\$ 4.04	\$ 3.46	\$ 2.91
Loss from discontinued operations	(0.99)	(1.15)	(0.03)
Total	\$ 3.05	\$ 2.31	\$ 2.88
Dividends per share	\$ 0.52	\$ 0.52	\$ 0.39
Weighted average shares outstanding:			
Basic	46,624	48,019	46,991
Diluted	47,616	49,075	47,912

See notes to consolidated financial statements

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

<i>(In thousands)</i>	For the years ended December 31,		
	2015	2014	2013
Net earnings	\$ 145,461	\$ 113,338	\$ 137,981
Other comprehensive income (loss)			
Foreign currency translation, net of tax ⁽¹⁾	(87,527)	(79,386)	(6,619)
Pension and postretirement adjustments, net of tax ⁽²⁾	(9,990)	(74,284)	87,386
Other comprehensive income (loss), net of tax	(97,517)	(153,670)	80,767
Comprehensive income (loss)	\$ 47,944	\$ (40,332)	\$ 218,748

⁽¹⁾ The tax benefit (expense) included in other comprehensive income (loss) for foreign currency translation adjustments for 2015 , 2014 , and 2013 were \$2.7 million , \$2.1 million , and (\$0.9) million , respectively.

⁽²⁾ The tax benefit (expense) included in other comprehensive income (loss) for pension and postretirement adjustments for 2015 , 2014 , and 2013 were \$9.5 million , \$41.3 million , and (\$49.4) million , respectively.

See notes to consolidated financial statements

CONSOLIDATED BALANCE SHEETS

<i>(In thousands, except share data)</i>	At December 31,	
	2015	2014
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 288,697	\$ 450,116
Receivables, net	566,289	495,480
Inventories	379,591	388,670
Deferred tax assets, net	41,737	44,311
Assets held for sale	—	147,347
Other current assets	40,306	45,151
Total current assets	1,316,620	1,571,075
Property, plant, and equipment, net	413,644	458,919
Goodwill	972,606	998,506
Other intangible assets, net	310,763	349,227
Other assets	15,745	21,784
Total assets	\$ 3,029,378	\$ 3,399,511
LIABILITIES		
Current liabilities:		
Current portion of long-term and short-term debt	\$ 1,259	\$ 1,069
Accounts payable	163,286	152,266
Accrued expenses	131,863	145,938
Income taxes payable	7,956	22,472
Deferred revenue	181,671	176,693
Liabilities held for sale	—	35,392
Other current liabilities	39,152	38,163
Total current liabilities	525,187	571,993
Long-term debt	953,083	953,279
Deferred tax liabilities, net	91,115	51,554
Accrued pension and other postretirement benefit costs	103,723	226,687
Long-term portion of environmental reserves	14,017	14,911
Other liabilities	86,830	102,654
Total liabilities	1,773,955	1,921,078
Contingencies and Commitments (Note 12, 16 and 18)		
STOCKHOLDERS' EQUITY		
Common stock, \$1 par value, 100,000,000 shares authorized at December 31, 2015 and 2014; 49,189,702 shares issued at December 31, 2015 and 2014; outstanding shares were 44,621,348 at December 31, 2015 and 47,904,518 at December 31, 2014.	49,190	49,190
Additional paid in capital	144,923	158,043
Retained earnings	1,590,645	1,469,306
Accumulated other comprehensive loss	(225,928)	(128,411)
Common treasury stock, at cost (4,568,354 shares at December 31, 2015 and 1,285,184 shares at December 31, 2014)	(303,407)	(69,695)
Total stockholders' equity	1,255,423	1,478,433
Total liabilities and stockholders' equity	\$ 3,029,378	\$ 3,399,511

See notes to consolidated financial statements

CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)	For the years ended December 31,		
	2015	2014	2013
Cash flows from operating activities:			
Net earnings	\$ 145,461	\$ 113,338	\$ 137,981
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	100,810	118,931	121,497
Loss on sale of businesses	16,991	29,184	—
(Gain) loss on fixed asset disposals	(945)	632	77
Deferred income taxes	63,535	(27,241)	5,928
Share-based compensation	9,473	8,500	7,349
Impairment of assets	—	3,202	887
Impairment of assets held for sale	40,813	41,369	—
Changes in operating assets and liabilities, net of businesses acquired and disposed of:			
Accounts receivable, net	(77,106)	12,845	6,599
Inventories, net	(4,039)	(19,375)	(25,499)
Progress payments	3,680	(6,971)	(6,131)
Accounts payable and accrued expenses	(447)	16,147	8,567
Deferred revenue	4,839	24,471	(7,281)
Income taxes	(7,436)	38,946	(16,811)
Net pension and postretirement liabilities	(139,610)	(26,431)	(1,630)
Other current and long-term assets and liabilities	6,460	4,219	6,294
Net cash provided by operating activities	162,479	331,766	237,827
Cash flows from investing activities:			
Proceeds from sales and disposals of long-lived assets	2,277	594	1,348
Proceeds from divestitures	31,344	152,965	—
Proceeds from insurance	—	2,357	—
Additions to property, plant, and equipment	(35,512)	(67,115)	(72,242)
Acquisition of businesses, net of cash acquired	(13,228)	(34,364)	(236,135)
Additional consideration paid on prior year acquisitions	(457)	(989)	(6,663)
Net cash provided by (used for) investing activities	(15,576)	53,448	(313,692)
Cash flows from financing activities:			
Borrowings under revolving credit facility	70,324	364,557	983,109
Borrowings of debt	—	—	500,000
Payment of revolving credit facility	(70,134)	(414,770)	(1,229,148)
Principal payments on debt	(8,400)	(80)	(125,033)
Repurchases of company stock	(294,130)	(65,220)	—
Proceeds from share-based compensation plans	28,706	38,182	27,450
Dividends paid	(24,122)	(25,013)	(18,377)
Other	(581)	296	—
Excess tax benefits from share-based compensation	9,119	9,610	2,137
Net cash provided by (used for) financing activities	(289,218)	(92,438)	140,138
Effect of exchange-rate changes on cash	(19,104)	(17,954)	(1,002)
Net increase (decrease) in cash and cash equivalents	(161,419)	274,822	63,271
Cash and cash equivalents at beginning of year	450,116	175,294	112,023
Cash and cash equivalents at end of year	\$ 288,697	\$ 450,116	\$ 175,294
Supplemental disclosure of non-cash activities:			
Capital expenditures incurred but not yet paid	2,108	2,891	4,546
Property and equipment under build to suit transaction	—	14,735	6,225

See notes to consolidated financial statements

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(In thousands)

	Common Stock	Additional Paid in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock
January 1, 2013	\$ 49,190	\$ 151,883	\$ 1,261,377	\$ (55,508)	\$ (94,350)
Net earnings	—	—	137,981	—	—
Other comprehensive income, net of tax	—	—	—	80,767	—
Dividends paid	—	—	(18,377)	—	—
Restricted stock, net of tax	—	(2,127)	—	—	5,796
Stock options exercised, net of tax	—	(5,728)	—	—	34,451
Other	—	(330)	—	—	330
Share-based compensation	—	6,920	—	—	430
December 31, 2013	\$ 49,190	\$ 150,618	\$ 1,380,981	\$ 25,259	\$ (53,343)
Net earnings	—	—	113,338	—	—
Other comprehensive income, net of tax	—	—	—	(153,670)	—
Dividends paid	—	—	(25,013)	—	—
Restricted stock, net of tax	—	(722)	—	—	3,155
Stock options exercised, net of tax	—	311	—	—	45,049
Other	—	(430)	—	—	430
Share-based compensation	—	8,266	—	—	234
Repurchase of common stock	—	—	—	—	(65,220)
December 31, 2014	\$ 49,190	\$ 158,043	\$ 1,469,306	\$ (128,411)	\$ (69,695)
Net earnings	—	—	145,461	—	—
Other comprehensive loss, net of tax	—	—	—	(97,517)	—
Dividends paid	—	—	(24,122)	—	—
Restricted stock, net of tax	—	(10,303)	—	—	13,734
Stock options exercised, net of tax	—	(11,349)	—	—	45,743
Other	—	(647)	—	—	647
Share-based compensation	—	9,179	—	—	294
Repurchase of common stock	—	—	—	—	(294,130)
December 31, 2015	\$ 49,190	\$ 144,923	\$ 1,590,645	\$ (225,928)	\$ (303,407)

See notes to consolidated financial statements

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Curtiss-Wright Corporation and its subsidiaries (the Corporation or the Company) is a diversified multinational manufacturing and service company that designs, manufactures, and overhauls precision components and provides highly engineered products and services to the aerospace, defense, power generation, and general industrial markets.

Principles of Consolidation

The consolidated financial statements include the accounts of the Corporation and its majority-owned subsidiaries. All intercompany transactions and accounts have been eliminated.

Use of Estimates

The financial statements of the Corporation have been prepared in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP), which requires management to make estimates and judgments that affect the reported amount of assets, liabilities, revenue, and expenses and disclosure of contingent assets and liabilities in the accompanying financial statements. The most significant of these estimates includes the estimate of costs to complete long-term contracts under the percentage-of-completion accounting methods, the estimate of useful lives for property, plant, and equipment, cash flow estimates used for testing the recoverability of assets, pension plan and postretirement obligation assumptions, estimates for inventory obsolescence, estimates for the valuation and useful lives of intangible assets and legal reserves. Actual results may differ from these estimates.

Revenue Recognition

The realization of revenue refers to the timing of its recognition in the accounts of the Corporation and is generally considered realized or realizable and earned when the earnings process is substantially complete and all of the following criteria are met: 1) persuasive evidence of an arrangement exists; 2) delivery has occurred or services have been rendered; 3) the Corporation's price to its customer is fixed or determinable; and 4) collectability is reasonably assured.

We determine the appropriate method by which we recognize revenue by analyzing the terms and conditions of each contract or arrangement entered into with our customers. Revenue is recognized on product sales as production units are shipped and title and risk of loss have transferred. Revenue is recognized on service type contracts as services are rendered. The significant estimates we make in recognizing revenue are primarily for long-term contracts generally accounted for using the cost-to-cost method of percentage of completion accounting that are associated with the design, development and manufacture of highly engineered industrial products used in commercial and defense applications. Under the cost-to-cost percentage-of-completion method of accounting, profits are recorded pro rata, based upon current estimates of direct and indirect costs to complete such contracts. Changes in estimates of contract sales, costs, and profits are recognized using the cumulative catch-up method of accounting. This method recognizes in the current period the cumulative effect of the changes on current and prior periods. The effect of the changes on future periods of contract performance is recognized as if the revised estimate had been the original estimate. A significant change in an estimate on one or more contracts could have a material effect on the Corporation's consolidated financial position, results of operations, or cash flows. In 2015, the Corporation recorded additional costs of \$11.5 million related to its long-term contract with Westinghouse to deliver reactor coolant pumps (RCPs) for the AP1000 nuclear power plants in China. The increase in costs is due to a change in estimate related to production modifications that are the result of engineering and endurance testing. In 2014 and 2013, there were no individual significant changes in estimated contract costs at completion.

Losses on contracts are provided for in the period in which the losses become determinable and the excess of billings over cost and estimated earnings on long-term contracts is included in deferred revenue.

From time to time, we may enter into multiple-element arrangements in which a customer may purchase a combination of goods, services, or rights to intellectual property. We follow the multiple element accounting guidance within ASC 605-25 for such arrangements which require: (1) determining the separate units of accounting; (2) determining whether the separate units of accounting have stand-alone value (3) measuring and allocating the arrangement consideration. We allocate the

arrangement consideration in accordance with the selling price hierarchy which requires: (1) the use of vendor-specific objective evidence (VSOE), if available (2) if VSOE is not available, the use of third-party evidence (TPE), and if TPE is not available (3) our best-estimate of selling price (BESP). Approximately 1% of the Company's 2015 net sales were the result of the sale of certain intellectual property licensing rights within a multiple-element arrangement with China for AP1000 reactor coolant pumps (the new China order). The Company had no further performance obligations with regards to the sale of these perpetual rights. The remainder of the contract, related to the production of sixteen RCPs, will be recognized using percentage-of-completion accounting through 2021.

Cash and Cash Equivalents

Cash equivalents consist of money market funds and commercial paper that are readily convertible into cash, all with original maturity dates of three months or less.

Inventory

Inventories are stated at lower of cost or market. Production costs are comprised of direct material and labor and applicable manufacturing overhead.

Progress Payments

Certain long-term contracts provide for interim billings as costs are incurred on the respective contracts. Pursuant to contract provisions, agencies of the U.S. Government and other customers are granted title or a secured interest for materials and work-in-process included in inventory to the extent progress payments are received. Accordingly, these receipts have been reported as a reduction of unbilled receivables and inventories, as presented in Notes 4 and 5 to the Consolidated Financial Statements.

Property, Plant, and Equipment

Property, plant, and equipment are carried at cost less accumulated depreciation. Major renewals and betterments are capitalized, while maintenance and repairs that do not improve or extend the life of the asset are expensed in the period they are incurred. Depreciation is computed using the straight-line method based over the estimated useful lives of the respective assets.

Average useful lives for property, plant, and equipment are as follows:

Buildings and improvements	5 to 40 years
Machinery, equipment, and other	3 to 15 years

Intangible Assets

Intangible assets are generally the result of acquisitions and consist primarily of purchased technology, customer related intangibles, trademarks, and technology licenses. Intangible assets are amortized on a straight-line basis over their estimated useful lives, which range from 1 to 20 years. See Note 8 Other Intangible Assets, Net. for further information on other intangible assets.

Impairment of Long-Lived Assets

The Corporation reviews the recoverability of all long-lived assets, including the related useful lives, whenever events or changes in circumstances indicate that the carrying amount of a long-lived asset might not be recoverable. If required, the Corporation compares the estimated fair value determined by either the undiscounted future net cash flows or appraised value to the related asset's carrying value to determine whether there has been an impairment. If an asset is considered impaired, the asset is written down to fair value in the period in which the impairment becomes known. The Corporation recognized no significant impairment charges on assets held in use during the years ended December 31, 2015, 2014 and 2013. For impairment charges on assets held for sale, see to Note 2 Discontinued Operations and Assets Held for Sale.

Goodwill

Goodwill results from business acquisitions. The Corporation accounts for business acquisitions by allocating the purchase price to the tangible and intangible assets acquired and liabilities assumed. Assets acquired and liabilities assumed are recorded at their fair values, and the excess of the purchase price over the amounts allocated is recorded as goodwill. The recoverability of goodwill is subject to an annual impairment test or whenever an event occurs or circumstances change that would more

likely than not result in an impairment. The impairment test is based on the estimated fair value of the underlying businesses. The Corporation's goodwill impairment test is performed as of October 31 of each year. See Note 7 to the Consolidated Financial Statements for further information on goodwill.

Fair Value of Financial Instruments

Accounting guidance requires certain disclosures regarding the fair value of financial instruments. Due to the short maturities of cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses, the net book value of these financial instruments is deemed to approximate fair value. See Notes 9 and 12 to the Consolidated Financial Statements for further information on the Corporation's financial instruments.

Research and Development

The Corporation funds research and development programs for commercial products and independent research and development and bid and proposal work related to government contracts. Development costs include engineering and field support for new customer requirements. Corporation-sponsored research and development costs are expensed as incurred.

Research and development costs associated with customer-sponsored programs are capitalized to inventory and are recorded in cost of sales when products are delivered or services performed. Funds received under shared development contracts are a reduction of the total development expenditures under the shared contract and are shown net as research and development costs.

Accounting for Share-Based Payments

The Corporation follows the fair value based method of accounting for share-based employee compensation, which requires the Corporation to expense all share-based employee compensation. Share-based employee compensation is a non-cash expense since the Corporation settles these obligations by issuing the shares of Curtiss-Wright Corporation instead of settling such obligations with cash payments.

Compensation expense for non-qualified share options, performance shares, and time-based restricted stock is recognized over the requisite service period for the entire award based on the grant date fair value.

Income Taxes

The Corporation accounts for income taxes using the asset and liability method. Under the asset and liability method, deferred tax assets and liabilities are recognized for future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. The effect on deferred tax assets and liabilities of a change in tax laws is recognized in the results of operations in the period the new laws are enacted. A valuation allowance is recorded to reduce the carrying amounts of deferred tax assets unless it is more likely than not that such assets will be realized.

The Corporation records amounts related to uncertain income tax positions by 1) prescribing a minimum recognition threshold a tax position is required to meet before being recognized in the financial statements and 2) the measurement of the income tax benefits recognized from such positions. The Corporation's accounting policy is to classify uncertain income tax positions that are not expected to be resolved in one year as a non-current income tax liability and to classify interest and penalties as a component of Interest expense and General and administrative expenses, respectively. See Note 11 to the Consolidated Financial Statements for further information.

Foreign Currency

For operations outside the United States of America that prepare financial statements in currencies other than the U.S. dollar, the Corporation translates assets and liabilities at period-end exchange rates and income statement amounts using weighted-average exchange rates for the period. The cumulative effect of translation adjustments is presented as a component of accumulated other comprehensive income (loss) within stockholders' equity. This balance is affected by foreign currency exchange rate fluctuations and by the acquisition of foreign entities. Gains and (losses) from foreign currency transactions are included in General and administrative expenses within the results of operations, which amounted to \$8.3 million, \$2.9 million, and \$2.6 million for the years ended December 31, 2015, 2014, and 2013, respectively.

Derivatives

Forward Foreign Exchange and Currency Option Contracts

The Corporation uses financial instruments, such as forward exchange and currency option contracts, to hedge a portion of existing and anticipated foreign currency denominated transactions. The purpose of the Corporation's foreign currency risk management program is to reduce volatility in earnings caused by exchange rate fluctuations. All of the derivative financial instruments are recorded at fair value based upon quoted market prices for comparable instruments, with the gain or loss on these transactions recorded into earnings in the period in which they occur. These gains and (losses) are classified as General and administrative expenses in the Consolidated Statements of Earnings and amounted to (\$11.0) million, (\$6.9) million, and \$(6.2) million for the years ended December 31, 2015, 2014, and 2013, respectively. The Corporation does not use derivative financial instruments for trading or speculative purposes.

Interest Rate Risks and Related Strategies

The Corporation's primary interest rate exposure results from changes in U.S. dollar interest rates. The Corporation's policy is to manage interest cost using a mix of fixed and variable rate debt. The Corporation periodically uses interest rate swaps to manage such exposures. Under these interest rate swaps, the Corporation exchanges, at specified intervals, the difference between fixed and floating interest amounts calculated by reference to an agreed-upon notional principal amount.

For interest rate swaps designated as fair value hedges (i.e., hedges against the exposure to changes in the fair value of an asset or a liability or an identified portion thereof that is attributable to a particular risk), changes in the fair value of the interest rate swaps offset changes in the fair value of the fixed rate debt due to changes in market interest rates.

Recently Issued Accounting Standards

Standards Issued Not Yet Adopted

Standard	Description	Effect on the financial statements
ASU 2015-03 Simplifying the Presentation of Debt Issuance Costs	In April 2015, the FASB issued guidance which changes the presentation of debt issuance costs in financial statements. An entity presents such costs in the balance sheet as a direct deduction from the related debt liability rather than as an asset. Amortization of the costs is reported as interest expense.	The impact on the Corporation's financial statements will be an approximate \$2 million reclass between Other assets and Debt.
Date of adoption: January 1, 2016		
ASU 2014-09 Revenue from contracts with customers	In May 2014, the FASB issued a comprehensive new revenue recognition standard which will supersede previous existing revenue recognition guidance. The standard creates a five-step model for revenue recognition that requires companies to exercise judgment when considering contract terms and relevant facts and circumstances. The five-step model includes (1) identifying the contract, (2) identifying the separate performance obligations in the contract, (3) determining the transaction price, (4) allocating the transaction price to the separate performance obligations and (5) recognizing revenue when each performance obligation has been satisfied. The standard also requires expanded disclosures surrounding revenue recognition. The standard is effective for fiscal periods beginning after December 15, 2017 and allows for either full retrospective or modified retrospective adoption.	The Corporation is currently evaluating the impact of the adoption of this standard on its Consolidated Financial Statements.
Date of adoption: January 1, 2018		
ASU 2015-17 Balance Sheet Classification of Deferred Taxes	In November 2015, the FASB issued ASU 2015-17, Balance Sheet Classification of Deferred Taxes, which amends existing guidance on income taxes to require the classification of all deferred tax assets and liabilities as non-current on the balance sheet.	The Corporation does not expect this ASU to have a material impact on its consolidated financial statements.
Date of adoption: January 1, 2018		

2. DISCONTINUED OPERATIONS AND ASSETS HELD FOR SALE

As part of a strategic portfolio review conducted in 2014, the Corporation identified certain businesses it considered non-core.

The Corporation considers businesses non-core when the business' products or services do not complement its existing businesses and where the long-term growth and profitability prospects are below the Corporation's expectations. As part of this initiative, during 2015, the Corporation has divested all five businesses that were classified as held for sale as of December 31, 2014. The results of operations of these businesses are reported as discontinued operations within our Condensed Consolidated Statements of Earnings and prior year amounts have been restated to conform to the current year presentation.

The aggregate financial results of all discontinued operations were as follows:

<i>(In thousands)</i>	2015	2014	2013
Net sales	\$ 57,992	\$ 363,869	\$ 392,690
Loss from discontinued operations before income taxes ⁽¹⁾	(40,984)	(48,519)	(3,097)
Income tax benefit	7,926	14,268	1,674
Loss on sale of businesses ⁽²⁾	(13,729)	(22,360)	—
Loss from discontinued operations	\$ (46,787)	\$ (56,611)	\$ (1,423)

⁽¹⁾ Loss from discontinued operations before income taxes includes approximately \$40.8 million and \$41.4 million of held for sale impairment expense in the year ended December 31, 2015 and December 31, 2014, respectively.

⁽²⁾ In the year ended December 31, 2015, the Corporation recognized aggregate after tax losses of \$13.7 million on the sale of the Aviation Ground, Downstream Oil & Gas, Engineered Packaging and two surface technology businesses. In 2014, the Corporation recognized aggregate after tax losses of \$22.4 million on the sale of the Benschaw, 3D, Upstream Oil & Gas and Vessels business. No businesses were sold in 2013.

2015 Divestitures

Surface Technologies - Domestic

In October 2015 and July 2015, the Corporation sold the assets and liabilities of two surface technology treatment facilities for an immaterial amount. The businesses were previously classified within assets held for sale and reported within the Commercial/Industrial segment.

Engineered Packaging

In July 2015, the Corporation sold the assets and liabilities of its Engineered Packaging business for approximately \$14 million and recognized a pre-tax gain of \$2.3 million. The businesses were previously classified as assets held for sale and reported within the Defense segment.

Downstream

In May 2015, the Corporation completed the divestiture of its Downstream oil and gas business for \$19 million, net of transaction costs. During the fourth quarter of 2015, the Company paid a \$4.8 million working capital adjustment. The business was previously classified within assets held for sale and was formerly reported in the Company's former Energy segment. During 2015, the Corporation recognized a pre-tax loss on divestiture, including impairment charges, of \$59.5 million. During 2014, including impairment charges, the Corporation recognized a \$33.1 million pre-tax loss on divestiture. The impairment charges were a result of the declining and volatile oil market.

Aviation Ground

In January 2015, the Corporation sold the assets of its Aviation Ground support business for £3 million (\$4 million). The businesses were previously classified within assets held for sale and reported within the Defense segment.

2014 Divestitures and facility closures

Surface Technologies - International

During the fourth quarter of 2014, the Corporation closed certain of its international surface technology manufacturing facilities located in Canada, Italy, and Austria. As a result of the facility closures, the Company incurred \$5.3 million of pre-tax closure costs, including a \$3.2 million impairment on fixed assets. The businesses were previously reported within the Commercial/Industrial segment.

Benshaw

On June 30, 2014, the Corporation sold the assets of its Benshaw business, to Regal-Beloit Corporation for \$49.7 million in cash, net of cash sold, and final working capital adjustments. The Corporation recognized a pre-tax loss on divestiture of \$7.3 million. The Corporation recognized a tax benefit of \$2.9 million in connection with the sale. The business was previously reported within the Defense segment.

3D Radar

On April 30, 2014, the Corporation sold the assets of the 3D Radar business, to Chemring Group PLC for \$2.4 million in cash, net of final working capital adjustments. The disposal resulted in a \$0.6 million pre-tax gain. The business was previously reported within the Defense segment.

Upstream

On December 17, 2014, the Corporation completed the sale of its upstream oil and gas business, for \$98 million in cash, net of cash sold, and final working capital adjustments. The Corporation recognized a pre-tax loss on divestiture of \$13.7 million. The Corporation recognized a tax benefit of \$0.6 million in connection with the sale. The business was previously reported within the former Energy segment.

Vessels

During the third quarter of 2014, the Corporation completed the sale of its Vessels business, for \$2 million in cash, net of transaction costs. The Corporation recognized a pre-tax loss on divestiture of \$8.6 million. The Corporation recognized a tax benefit of \$3.2 million in connection with the sale. The business was previously reported within the former Energy segment.

3. ACQUISITIONS

The Corporation continually evaluates potential acquisitions that either strategically fit within the Corporation's existing portfolio or expand the Corporation's portfolio into new product lines or adjacent markets. The Corporation has completed a number of acquisitions that have been accounted for as business combinations and have resulted in the recognition of goodwill in the Corporation's financial statements. This goodwill arises because the purchase prices for these businesses reflect the future earnings and cash flow potential in excess of the earnings and cash flows attributable to the current product and customer set at the time of acquisition. Thus, goodwill inherently includes the know-how of the assembled workforce, the ability of the workforce to further improve the technology and product offerings, and the expected cash flows resulting from these efforts. Goodwill may also include expected synergies resulting from the complementary strategic fit these businesses bring to existing operations.

The Corporation allocates the purchase price at the date of acquisition based upon its understanding of the fair value of the acquired assets and assumed liabilities. In the months after closing, as the Corporation obtains additional information about these assets and liabilities, including through tangible and intangible asset appraisals, and as the Corporation learns more about the newly acquired business, it is able to refine the estimates of fair value and more accurately allocate the purchase price. Only items identified as of the acquisition date are considered for subsequent adjustment. The Corporation will make appropriate adjustments to the purchase price allocation prior to completion of the measurement period, as required.

In 2015, the Corporation acquired one business for an aggregate purchase price of \$13.2 million, which is described in more detail below. In 2014, the Corporation acquired three businesses for an aggregate purchase price of \$34.4 million, net of cash acquired, all of which are described in more detail below. In 2013, the Corporation acquired five businesses for an aggregate purchase price of \$236.1 million, net of cash acquired.

The Corporation's Consolidated Statement of Earnings include \$4.8 million of net sales and \$1.5 million of net earnings from the Corporation's 2015 acquisition.

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition for all acquisitions consummated during 2015 , 2014 , and 2013 :

<i>(In thousands)</i>	2015	2014	2013
Accounts receivable	\$ 996	\$ 2,991	\$ 25,972
Inventory	152	304	30,930
Property, plant, and equipment	1,463	2,802	18,066
Other current assets	155	81	3,229
Intangible assets	7,700	13,501	102,265
Current and non-current liabilities	(6)	(1,754)	(18,959)
Pension and postretirement benefits	—	—	(6,472)
Deferred income taxes	—	(2,199)	(19,682)
Due to seller	(1,470)	—	(3,361)
Net tangible and intangible assets	8,990	15,726	131,988
Purchase price	13,228	34,364	236,135
Goodwill	\$ 4,238	\$ 18,638	\$ 104,147

2015 Acquisitions

COMMERCIAL/INDUSTRIAL

Bolt's Metallizing, Inc.

On March 16, 2015 , the Corporation acquired certain assets and assumed certain liabilities of Bolt's Metallizing, Inc. for \$ 13.2 million in cash. The Asset Purchase Agreement contains a purchase price adjustment mechanism and representations and warranties customary for a transaction of this type, including a portion of the purchase price held back as security for potential indemnification claims against the seller. Bolt's Metallizing is a provider of thermal spray coatings for critical aerospace applications, including high velocity oxygen fuel (HVOF) and plasma spray coating capabilities.

2014 Acquisitions

COMMERCIAL/INDUSTRIAL

Component Coating and Repair Services Limited

On January 10, 2014 , the Corporation acquired 100% of the issued and outstanding capital stock of Component Coating and Repair Services Limited (CCRS) for approximately £15 million (\$25 million) in cash, net of cash acquired. The Share Purchase Agreement contains a purchase price adjustment mechanism and representations and warranties customary for a transaction of this type, including a portion of the purchase price deposited into escrow as security for potential indemnification claims against the sellers. Since there were no indemnification claims made against the sellers during the escrow period, the escrow amount was distributed to the sellers. CCRS operates out of two locations in Glasgow and Alfreton in the United Kingdom and will operate within the Corporation's Commercial/Industrial segment. CCRS is a provider of corrosion resistant coatings and precision airfoil repair services for aerospace and industrial turbine applications. Revenues were approximately £6.4 million in the latest fiscal year ended May 31, 2013.

Engemasa Pressure Relief Valves

On June 4, 2014 , the Corporation acquired the valve division of Engemasa Engenharia E Materiais LTDA of Sao Carlos, Brazil for approximately \$1.8 million in cash.

POWER

Nuclear Power Services Inc.

On February 18, 2014, the Corporation acquired certain assets and assumed certain liabilities of Nuclear Power Services Inc. (NPSI) for approximately CAD 9 million (approximately \$8.0 million) in cash. The Asset Purchase Agreement contains representations and warranties customary for a transaction of this type, including a portion of the purchase price held back as security for potential indemnification claims against the seller. Since there were no indemnification claims made against NPSI during the holdback period, the holdback amount was distributed to NPSI. NPSI is based in Ontario, Canada and will operate within the Corporation's Power segment. NPSI provides qualified nuclear component sourcing, Equipment Qualification, Commercial Grade Dedication (CGD) services, and Instrumentation and Control component manufacturing primarily to the Canadian and International CANDU nuclear industry. NPSI generated revenues of approximately CAD 5 million for the year ended December 31, 2013.

4. RECEIVABLES

Receivables include current notes, amounts billed to customers, claims, other receivables, and unbilled revenue on long-term contracts, which consists of amounts recognized as sales but not billed. Substantially all amounts of unbilled receivables are expected to be billed and collected in the subsequent year. An immaterial amount of unbilled receivables are subject to retainage provisions. The amount of claims and unapproved change orders within our receivables balances are immaterial.

Credit risk is diversified due to the large number of entities comprising the Corporation's customer base and their geographic dispersion. The Corporation is either a prime contractor or subcontractor to various agencies of the U.S. Government. Revenues derived directly and indirectly from government sources (primarily the U.S. Government) were 36% and 34% of consolidated revenues in 2015 and 2014, respectively. Total receivables due primarily from the U.S. Government were \$165.6 million and \$157.9 million at December 31, 2015 and 2014, respectively. Government (primarily the U.S. Government) unbilled receivables, net of progress payments, were \$70.6 million and \$72.9 million at December 31, 2015 and 2014, respectively.

The composition of receivables is as follows as of December 31:

<i>(In thousands)</i>	2015	2014
Billed receivables:		
Trade and other receivables	\$ 435,172	\$ 363,241
Less: Allowance for doubtful accounts	(5,664)	(5,619)
Net billed receivables	429,508	357,622
Unbilled receivables:		
Recoverable costs and estimated earnings not billed	153,045	150,526
Less: Progress payments applied	(16,264)	(12,668)
Net unbilled receivables	136,781	137,858
Receivables, net	\$ 566,289	\$ 495,480

5. INVENTORIES

Inventoried costs contain amounts relating to long-term contracts and programs with long production cycles, a portion of which will not be realized within one year. Long term contract inventory includes an immaterial amount of claims or other similar items subject to uncertainty concerning their determination or realization. Inventories are valued at the lower of cost or market. The composition of inventories as of December 31 is as follows:

<i>(In thousands)</i>	2015	2014
Raw material	\$ 196,684	\$ 201,998
Work-in-process	79,406	89,423
Finished goods	114,931	103,831
Inventoried costs related to U.S. Government and other long-term contracts	51,774	59,070
Gross inventories	442,795	454,322
Less: Inventory reserves	(48,904)	(51,435)
Progress payments applied, principally related to long-term contracts	(14,300)	(14,217)
Inventories, net	\$ 379,591	\$ 388,670

As of December 31, 2015 and 2014, inventory also includes capitalized contract development costs of \$29.7 million and \$33.9 million, respectively, related to certain aerospace and defense programs. These capitalized costs will be liquidated as production units are delivered to the customer. As of December 31, 2015 and 2014, \$2.5 million and \$7.2 million, respectively, are scheduled to be liquidated under existing firm orders.

6. PROPERTY, PLANT, AND EQUIPMENT

The composition of property, plant, and equipment is as follows as of December 31.

<i>(In thousands)</i>	2015	2014
Land	\$ 19,933	\$ 21,762
Buildings and improvements	218,016	219,219
Machinery, equipment, and other	739,965	750,006
Property, plant, and equipment, at cost	977,914	990,987
Less: Accumulated depreciation	(564,270)	(532,068)
Property, plant, and equipment, net	\$ 413,644	\$ 458,919

Depreciation expense from continuing operations for the years ended December 31, 2015, 2014, and 2013 was \$64.7 million, \$66.6 million, and \$63.2 million, respectively.

7. GOODWILL

The changes in the carrying amount of goodwill, revised to reflect the Corporation's new segment structure as discussed in Note 17. Segment Information for the twelve months ended December 31, 2015 and 2014 are as follows:

<i>(In thousands)</i>	Commercial/Industrial	Defense	Power	Assets Held for Sale	Consolidated
December 31, 2013	\$ 448,496	\$ 379,872	\$ 184,311	\$ 97,750	\$ 1,110,429
Acquisitions	14,996	—	3,640	—	18,636
Divestitures	—	—	—	(55,355)	(55,355)
Goodwill adjustments	(1,096)	(254)	—	—	(1,350)
Foreign currency translation adjustment	(8,304)	(22,929)	(226)	—	(31,459)
December 31, 2014	\$ 454,092	\$ 356,689	\$ 187,725	\$ 42,395	\$ 1,040,901
Acquisitions	\$ 4,238	\$ —	\$ —	\$ —	\$ 4,238
Divestitures	—	—	—	(41,264)	(41,264)
Goodwill adjustments	21	1,131	—	(1,131)	21
Foreign currency translation adjustment	(10,523)	(20,217)	(550)	—	(31,290)
December 31, 2015	\$ 447,828	\$ 337,603	\$ 187,175	\$ —	\$ 972,606

The purchase price allocations relating to the businesses acquired are initially based on estimates. The Corporation adjusts these estimates based upon final analysis including input from third party appraisals, when deemed appropriate. The determination of fair value is finalized no later than twelve months from acquisition. Goodwill adjustments represent subsequent adjustments to the purchase price allocation for acquisitions.

During 2015, the Corporation finalized the allocation of the purchase price for all businesses acquired prior to 2015. The adjustments to the Corporation's purchase price allocation were not material.

The Corporation completed its annual goodwill impairment testing as of October 31, 2015, 2014, and 2013 and concluded that there was no impairment of value. The estimated fair value of the reporting units substantially exceeded the recorded book value.

8. OTHER INTANGIBLE ASSETS, NET

Intangible assets are generally the result of acquisitions and consist primarily of purchased technology, customer related intangibles, and trademarks. Intangible assets are amortized over useful lives that generally range between 1 and 20 years.

The following tables present the cumulative composition of the Corporation's intangible assets as of December 31, 2015 and December 31, 2014 , respectively.

<i>(In thousands)</i>	2015			2014		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Technology	\$ 171,382	\$ (91,430)	\$ 79,952	\$ 178,369	\$ (84,584)	\$ 93,785
Customer related intangibles	357,538	(140,816)	216,722	356,844	(122,920)	233,924
Other intangible assets	37,200	(23,111)	14,089	38,460	(16,942)	21,518
Total	\$ 566,120	\$ (255,357)	\$ 310,763	\$ 573,673	\$ (224,446)	\$ 349,227

Amortization expense from continuing operations for the years ended December 31, 2015 , 2014 , and 2013 were \$34.8 million , \$38.3 million , and \$39.0 million , respectively. The estimated future amortization expense of intangible assets over the next five years is as follows:

<i>(In thousands)</i>	
2016	\$ 33,535
2017	33,051
2018	31,965
2019	30,167
2020	28,175

9. FAIR VALUE OF FINANCIAL INSTRUMENTS

Forward Foreign Exchange and Currency Option Contracts

The Corporation has foreign currency exposure primarily in the United Kingdom, Europe, and Canada. The Corporation uses financial instruments, such as forward and option contracts, to hedge a portion of existing and anticipated foreign currency denominated transactions. The purpose of the Corporation's foreign currency risk management program is to reduce volatility in earnings caused by exchange rate fluctuations. Guidance on accounting for derivative instruments and hedging activities requires companies to recognize all of the derivative financial instruments as either assets or liabilities at fair value in the Consolidated Balance Sheets.

Interest Rate Risks and Related Strategies

The Corporation's primary interest rate exposure results from changes in U.S. dollar interest rates. The Corporation's policy is to manage interest cost using a mix of fixed and variable rate debt. The Corporation periodically uses interest rate swaps to manage such exposures. Under these interest rate swaps, the Corporation exchanges, at specified intervals, the difference between fixed and floating interest amounts calculated by reference to an agreed-upon notional principal amount.

For interest rate swaps designated as fair value hedges (i.e., hedges against the exposure to changes in the fair value of an asset or a liability or an identified portion thereof that is attributable to a particular risk), changes in the fair value of the interest rate swaps offset changes in the fair value of the fixed rate debt due to changes in market interest rates.

In March 2013, the Corporation entered into fixed-to-floating interest rate swap agreements to convert the interest payments of (i) the \$100 million, 3.85% notes, due February 26, 2025, from a fixed rate to a floating interest rate based on 1-Month LIBOR plus a 1.77% spread, and (ii) the \$75 million, 4.05% notes, due February 26, 2028, from a fixed rate to a floating interest rate based on 1-Month LIBOR plus a 1.73% spread.

In January 2012, the Corporation entered into fixed-to-floating interest rate swap agreements to convert the interest payments of (i) the \$200 million, 4.24% notes, due December 1, 2026, from a fixed rate to a floating interest rate based on 1-Month LIBOR plus a 2.02% spread, and (ii) \$25 million of the \$100 million, 3.84% notes, due December 1, 2021, from a fixed rate to a floating interest rate based on 1-Month LIBOR plus a 1.90% spread.

The notional amounts of the Corporation's outstanding interest rate swaps designated as fair value hedges were \$400 million at December 31, 2015 and December 31, 2014.

The fair value accounting guidance requires that assets and liabilities carried at fair value be classified and disclosed in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets or liabilities that the company has the ability to access.

Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data such as quoted prices, interest rates, and yield curves.

Level 3: Inputs are unobservable data points that are not corroborated by market data.

Based upon the fair value hierarchy, all of the forward foreign exchange contracts and interest rate swaps are based on Level 2 inputs.

Effects on Consolidated Balance Sheets

The location and amounts of derivative instrument fair values in the consolidated balance sheet are below.

<i>(In thousands)</i>	December 31,	
	2015	2014
Assets		
Designated for hedge accounting		
Interest rate swaps	\$ 3,083	\$ —
Undesignated for hedge accounting		
Forward exchange contracts	\$ 223	\$ 605
Total asset derivatives ⁽¹⁾	\$ 3,306	\$ 605
Liabilities		
Designated for hedge accounting		
Interest rate swaps	\$ —	\$ 5,121
Undesignated for hedge accounting		
Forward exchange contracts	\$ 673	\$ 676
Total liability derivatives ⁽²⁾	\$ 673	\$ 5,797

⁽¹⁾ Forward exchange derivatives are included in Other current assets and interest rate swap assets are included in Other assets.

⁽²⁾ Forward exchange derivatives are included in Other current liabilities and interest rate swap liabilities are included in Other liabilities.

Effects on Consolidated Statements of Earnings

Fair value hedge

The location and amount of gains or losses on the hedged fixed rate debt attributable to changes in the market interest rates and the offsetting gain (loss) on the related interest rate swaps for the years ended December 31, were as follows:

<i>(In thousands)</i>	Gain/(Loss) on Swap		
	2015	2014	2013
Other income, net			
Gain/(Loss) on interest rate swaps	\$ 8,204	\$ 44,724	\$ (49,845)
Gain/(Loss) on hedged fixed rate debt	\$ (8,204)	\$ (44,724)	\$ 49,845
Total	\$ —	\$ —	\$ —

Undesignated hedges

The location and amount of gains and (losses) recognized in income on forward exchange derivative contracts not designated for hedge accounting for the years ended December 31, were as follows:

<i>(In thousands)</i>	2015	2014	2013
Forward exchange contracts:			
General and administrative expenses	\$ (11,042)	\$ (6,880)	\$ (6,198)

Debt

The estimated fair value amounts were determined by the Corporation using available market information, which is primarily based on quoted market prices for the same or similar issues as of December 31, 2015. The fair value of our debt instruments are characterized as a Level 2 measurement in accordance with the fair value hierarchy. The estimated fair values of the Corporation's fixed rate debt instruments at December 31, 2015, aggregated \$960 million compared to a carrying value of \$953 million. The estimated fair values of the Corporation's fixed rate debt instruments at December 31, 2014, aggregated \$959 million compared to a carrying value of \$945 million.

The fair values described above may not be indicative of net realizable value or reflective of future fair values. Furthermore, the use of different methodologies to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting date.

Nonrecurring measurements

As discussed in Note 2. Discontinued Operations and Assets Held For Sale, the Corporation classified certain businesses as held for sale during 2014. In accordance with the provisions of the Impairment or Disposal of Long-Lived Assets guidance of FASB Codification Subtopic 360-10, the carrying amount of the disposal groups were written down to their estimated fair value, less costs to sell, resulting in an impairment charge of \$40.8 million, which was included in the loss from discontinued operations before income taxes for the year ended December 31, 2015. For the year ended December 31, 2014, an impairment charge of \$41.4 million was recorded in the loss from discontinued operations before income taxes. The fair value of the disposal groups were determined primarily by using non-binding quotes. In accordance with the fair value hierarchy, the impairment charge is classified as a Level 3 measurement as it is based on significant other unobservable inputs.

10. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses consist of the following as of December 31:

<i>(In thousands)</i>	2015	2014
Accrued compensation	\$ 86,497	\$ 95,843
Accrued commissions	7,250	10,783
Accrued interest	9,900	9,688
Accrued insurance	5,261	6,757
Other	22,955	22,867
Total accrued expenses	\$ 131,863	\$ 145,938

Other current liabilities consist of the following as of December 31:

<i>(In thousands)</i>	2015	2014
Warranty reserves	\$ 15,053	\$ 15,688
Additional amounts due to sellers on acquisitions	2,883	1,739
Reserves on loss contracts	2,711	2,979
Deferred tax liability	1,962	2,448
Pension and other postretirement liabilities	4,560	5,120
Other	11,983	10,189
Total other current liabilities	\$ 39,152	\$ 38,163

11. INCOME TAXES

Earnings before income taxes for the years ended December 31 consist of:

<i>(In thousands)</i>	2015	2014	2013
Domestic	\$ 135,112	\$ 120,563	\$ 105,188
Foreign	140,082	126,381	95,862
	\$ 275,194	\$ 246,944	\$ 201,050

The provision for income taxes for the years ended December 31 consists of:

<i>(In thousands)</i>	2015	2014	2013
Current:			
Federal	\$ (6,741)	\$ 70,609	\$ 29,323
State	6,175	9,065	5,629
Foreign	27,134	33,401	20,807
Total current	26,568	113,075	55,759
Deferred:			
Federal	49,060	(29,683)	7,002
State	7,390	(1,247)	667
Foreign	(72)	(5,150)	(1,782)
Total deferred	56,378	(36,080)	5,887
Provision for income taxes	\$ 82,946	\$ 76,995	\$ 61,646

The effective tax rate varies from the U.S. federal statutory tax rate for the years ended December 31, principally:

	2015	2014	2013
U.S. federal statutory tax rate	35.0 %	35.0 %	35.0 %
Add (deduct):			
State and local taxes, net of federal benefit	4.3	2.4	1.6
R&D tax credits	(1.3)	(1.3)	(1.5)
Foreign earnings ⁽¹⁾	(6.2)	(4.4)	(3.7)
All other, net	(1.7)	(0.5)	(0.7)
Effective tax rate	30.1 %	31.2 %	30.7 %

⁽¹⁾ Foreign earnings primarily include the net impact of differences between local statutory rates and the U.S. Federal statutory rate, the cost of repatriating foreign earnings, and the impact of changes to foreign valuation allowances.

The components of the Corporation's deferred tax assets and liabilities at December 31 are as follows:

<i>(In thousands)</i>	2015	2014
Deferred tax assets:		
Pension plans	\$ 40,102	\$ 84,493
Environmental reserves	9,561	10,123
Inventories	20,041	18,496
Postretirement/postemployment benefits	13,272	13,326
Incentive compensation	12,369	16,140
Net operating loss	9,043	8,909
Capital loss carryover	10,141	17,555
Other	38,226	26,329
Total deferred tax assets	152,755	195,371
Deferred tax liabilities:		
Depreciation	29,771	33,117
Goodwill amortization	89,276	74,555
Other intangible amortization	54,017	62,777
Other	12,280	9,452
Total deferred tax liabilities	185,344	179,901
Valuation allowance	17,895	23,478
Net deferred tax liabilities	\$ (50,484)	\$ (8,008)

Deferred tax assets and liabilities are reflected on the Corporation's consolidated balance sheet at December 31 as follows:

<i>(In thousands)</i>	2015	2014
Net current deferred tax assets	\$ 41,737	\$ 44,311
Net current deferred tax liabilities	1,962	2,448
Net noncurrent deferred tax assets	856	1,683
Net noncurrent deferred tax liabilities	91,115	51,554
Net deferred tax liabilities	\$ (50,484)	\$ (8,008)

The Corporation has income tax net operating loss carryforwards related to international operations of approximately \$20.3 million of which \$9.2 million have an indefinite life and \$11.1 million expire through 2023 . The Corporation has federal and state income tax net loss carryforwards of approximately \$91.4 million , of which \$63.2 million are net operating losses which expire through 2035 and \$28.2 million are capital loss carryforwards which expire in 2020 . The Corporation has recorded a deferred tax asset of \$19.2 million reflecting the benefit of the loss carryforwards.

Management assesses the available positive and negative evidence to estimate if sufficient future taxable income will be generated to utilize the existing deferred tax assets. A significant piece of objective negative evidence evaluated was the cumulative loss incurred over the three-year period ended December 31, 2015 in certain of the Corporation's foreign locations. Such objective evidence limits the ability to consider other subjective evidence such as projections for future growth. The Corporation decreased its valuation allowance by \$5.6 million to \$17.9 million , as of December 31, 2015 , in order to measure only the portion of the deferred tax asset that more likely than not will be realized. This was principally as a result of the reduced benefit associated with the capital loss carryforward incurred from the sale of its discontinued operations offset by various state activities. The amount of the deferred tax asset considered realizable, however, could be adjusted if estimates of future taxable income during the carryforward period are reduced or if objective negative evidence in the form of cumulative losses is no longer present and additional weight may be given to subjective evidence such as projections for growth.

Income tax payments, net of refunds, of \$4.9 million , \$35.0 million , and \$69.4 million were made in 2015 , 2014 , and 2013 , respectively. We expect income tax payments, net of refunds, to be approximately \$45 million to \$55 million in 2016.

The amount of undistributed foreign subsidiaries earnings considered to be permanently reinvested for which no provision has been made for U.S. federal or foreign taxes at December 31, 2015 was \$338.0 million . It is not practicable to estimate the amount of tax that would be payable if these amounts were repatriated to the United States; however, foreign tax credits may partially offset any tax liability.

The Corporation has recognized a liability in Other liabilities for interest of \$1.9 million and penalties of \$1.2 million as of December 31, 2015 .

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

<i>(In thousands)</i>	2015	2014	2013
Balance at January 1,	\$ 11,560	\$ 10,623	\$ 11,301
Additions for tax positions of prior periods	359	1,421	1,511
Additions for tax positions related to the current year	2,026	1,738	1,768
Settlements	(1,414)	(2,039)	(3,868)
Lapses of statute of limitations	—	(41)	(140)
Foreign currency translation	(117)	(142)	51
Balance at December 31,	\$ 12,414	\$ 11,560	\$ 10,623

In many cases the Corporation's uncertain tax positions are related to tax years that remain subject to examination by tax authorities.

The following describes the open tax years, by major tax jurisdiction, as of December 31, 2015 :

United States (Federal)	2012	- present
United States (Various states)	1998	- present
United Kingdom	2008	- present
Canada	2009	- present

The Corporation does not expect any significant changes to the estimated amount of liability associated with its uncertain tax positions through the next twelve months. Included in the total unrecognized tax benefits at December 31, 2015, 2014, and 2013 is \$8.3 million, \$8.0 million, and \$7.6 million, respectively, which if recognized, would favorably affect the effective income tax rate.

12. DEBT

Debt consists of the following as of December 31:

<i>(In thousands)</i>	2015		2014	
	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value
Industrial revenue bond, due 2023	\$ —	\$ —	\$ 8,400	\$ 8,400
5.51% Senior notes due 2017	150,000	158,024	150,000	162,617
3.84% Senior notes due 2021	100,307	100,307	99,934	99,934
3.70% Senior notes due 2023	225,000	224,322	225,000	225,748
3.85% Senior notes due 2025	100,450	100,450	98,360	98,360
4.24% Senior notes due 2026	201,422	201,422	197,237	197,237
4.05% Senior notes due 2028	75,904	75,904	74,348	74,348
4.11% Senior notes due 2028	100,000	99,720	100,000	100,801
Other debt	1,259	1,259	1,069	1,069
Total debt	954,342	961,408	954,348	968,514
Less: current portion of long-term debt and short-term debt	1,259	1,259	1,069	1,069
Total long-term debt	\$ 953,083	\$ 960,149	\$ 953,279	\$ 967,445

The weighted-average interest rate of the Corporation's Revolving Credit Agreement was 3.2% and 1.7% in 2015 and 2014, respectively.

The debt outstanding had fixed and variable interest rates averaging 3.3% and 3.0% in 2015 and 2014, respectively.

Aggregate maturities of debt are as follows:

<i>(In thousands)</i>	
2016	\$ 1,259
2017	150,000
2018	—
2019	—
2020	—
Thereafter	803,083
Total	\$ 954,342

Interest payments of \$33 million, \$33 million, and \$31 million were made in 2015, 2014, and 2013, respectively.

Industrial Revenue Bonds

During the third quarter of 2015, the Corporation repaid its \$8.4 million industrial revenue bond.

Revolving Credit Agreement

In August 2012, the Corporation refinanced its existing credit facility by entering into a Third Amended and Restated Credit Agreement (Credit Agreement) with a syndicate of financial institutions, led by Bank of America N.A., Wells Fargo, N.A., and JP Morgan Chase Bank, N.A. The proceeds available under the Credit Agreement are to be used for working capital, internal growth initiatives, funding of future acquisitions, and general corporate purposes. Under the terms of the Credit Agreement, the Corporation has borrowing capacity of \$500 million. In addition, the Credit Agreement provides an accordion feature which allows the Corporation to borrow an additional \$100 million. As of December 31, 2015, the Corporation had \$37 million in

letters of credit supported by the credit facility and no borrowings outstanding under the credit facility. As of December 31, 2015, letters of credit outstanding related to discontinuing operations were \$3 million. The unused credit available under the credit facility at December 31, 2015 was \$463 million, which we had the ability to borrow in full without violating our debt to capitalization covenant.

In December 2014, the Corporation amended its existing credit facility by entering into a Second Amendment to the Third Amended and Restated Credit Agreement (Credit Agreement) with a syndicate of financial institutions, led by Bank of America N.A., Wells Fargo, N.A, and JP Morgan Chase Bank, N.A. The amendment extends the maturity date of the agreement to November 2019. No other material modifications were made to the 2012 Credit Agreement.

The Credit Agreement contains covenants that the Corporation considers usual and customary for an agreement of this type for comparable commercial borrowers, including a maximum consolidated debt to capitalization ratio of 60%. The Credit Agreement has customary events of default, such as non-payment of principal when due; nonpayment of interest, fees, or other amounts; cross-payment default and cross-acceleration.

Borrowings under the credit agreement will accrue interest based on (i) Libor or (ii) a base rate of the highest of (a) the federal funds rate plus 0.5%, (b) BofA's announced prime rate, or (c) the Eurocurrency rate plus 1%, plus a margin. The interest rate and level of facility fees are dependent on certain financial ratios, as defined in the Credit Agreement. The Credit Agreement also provides customary fees, including administrative agent and commitment fees. In connection with the Credit Agreement, we paid customary transaction fees that have been deferred and are being amortized over the term of the Credit Agreement.

Senior Notes

On February 26, 2013, the Corporation issued \$500 million of Senior Notes (the "2013 Notes"). The 2013 Notes consist of \$225 million of 3.70% Senior Notes that mature on February 26, 2023, \$100 million of 3.85% Senior Notes that mature on February 26, 2025, and \$75 million of 4.05% Senior Notes that mature on February 26, 2028. \$100 million of additional 4.11% Senior Notes were deferred and subsequently issued on September 26, 2013 that mature on September 26, 2028. The 2013 Notes are senior unsecured obligations, equal in right of payment to the Corporation's existing senior indebtedness. The Corporation, at its option, can prepay at any time all or any part of the 2013 Notes, subject to a make-whole payment in accordance with the terms of the Note Purchase Agreement. In connection with the issuance of the 2013 Notes, the Corporation paid customary fees that have been deferred and are being amortized over the term of the 2013 Notes. Under the terms of the Note Purchase Agreement, the Corporation is required to maintain certain financial ratios, the most restrictive of which is a debt to capitalization limit of 60%. The debt to capitalization ratio (as defined per the Notes Purchase Agreement and Credit Agreement) is calculated using the same formula for all of the Corporation's debt agreements and is a measure of the Corporation's indebtedness to capitalization, where capitalization equals debt plus equity. As of December 31, 2015, the Corporation had the ability to borrow additional debt of \$0.8 billion without violating our debt to capitalization covenant. The 2013 Notes also contain a cross default provision with respect to the Corporation's other senior indebtedness.

On December 8, 2011, the Corporation issued \$300 million of Senior Notes (the "2011 Notes"). The 2011 Notes consist of \$100 million of 3.84% Senior Notes that mature on December 1, 2021 and \$200 million of 4.24% Senior Series Notes that mature on December 1, 2026. The 2011 Notes are senior unsecured obligations, equal in right of payment to our existing senior indebtedness. The Corporation, at its option, can prepay at any time all or any part of our 2011 Notes, subject to a make-whole payment in accordance with the terms of the Note Purchase Agreement. In connection with our 2011 Notes, the Corporation paid customary fees that have been deferred and are being amortized over the term of our 2011 Notes. Under the Note Purchase Agreement, the Corporation is required to maintain certain financial ratios, the most restrictive of which is a debt to capitalization limit of 60%. The 2011 Notes also contain a cross default provision with our other senior indebtedness.

On December 1, 2005, the Corporation issued \$150 million of 5.51% Senior Notes (the "2005 Notes"). The 2005 Notes mature on December 1, 2017. The Notes are senior unsecured obligations and are equal in right of payment to the Corporation's existing senior indebtedness. The Corporation, at its option, can prepay at any time all or any part of the 2005 Notes, subject to a make-whole amount in accordance with the terms of the Note Purchase Agreement. In connection with the Notes, the Corporation paid customary fees that have been deferred and are being amortized over the terms of the Notes. The Corporation is required under the Note Purchase Agreement to maintain certain financial ratios, the most restrictive of which is a debt to capitalization limit of 60%. The 2005 Notes also contain a cross default provision with the Corporation's other senior indebtedness.

13. EARNINGS PER SHARE

The Corporation is required to report both basic earnings per share (EPS), based on the weighted-average number of Common shares outstanding, and diluted earnings per share, based on the basic EPS adjusted for all potentially dilutive shares issuable.

As of December 31, 2015 and 2014, there were no options outstanding that were considered anti-dilutive. In December 31, 2013, there were 297,000 stock options outstanding that were excluded from the computation of diluted earnings per share as the exercise price of these options was greater than their average market value, which would result in an anti-dilutive effect on diluted earnings per share.

Earnings per share calculations for the years ended December 31, 2015, 2014, and 2013, are as follows:

<i>(In thousands, except per share data)</i>	Earnings from continuing operations	Weighted- Average Shares Outstanding	Earnings per share from continuing operations
2015			
Basic earnings per share from continuing operations	\$ 192,248	46,624	\$ 4.12
Dilutive effect of stock options and deferred stock compensation		992	
Diluted earnings per share from continuing operations	\$ 192,248	47,616	\$ 4.04
2014			
Basic earnings per share from continuing operations	\$ 169,949	48,019	\$ 3.54
Dilutive effect of stock options and deferred stock compensation		1,056	
Diluted earnings per share from continuing operations	\$ 169,949	49,075	\$ 3.46
2013			
Basic earnings per share from continuing operations	\$ 139,404	46,991	\$ 2.97
Dilutive effect of stock options and deferred stock compensation		921	
Diluted earnings per share from continuing operations	\$ 139,404	47,912	\$ 2.91

14. SHARE-BASED COMPENSATION PLANS

In May 2014, the Corporation adopted the Curtiss Wright 2014 Omnibus Incentive Plan (the “2014 Omnibus Plan”). The plan replaced the Corporation's existing 2005 Long Term Incentive Plan and the 2005 Stock Plan for Non-Employee Directors (collectively the “2005 Stock Plans”). Beginning May 2014, all awards were granted under the 2014 Omnibus Plan. The maximum aggregate number of shares of common stock that may be issued under the 2014 Omnibus Plan will be 2,400,000 less one share of common stock for every one share of common stock granted under any Prior Plan after December 31, 2013 and prior to the effective date of the 2014 Omnibus Plan. In addition, any awards that were previously granted under any Prior Plan that terminate without issuance of shares, shall be eligible for issuance under the 2014 Omnibus Plan. Awards under the 2014 Omnibus Plan may be in the form of stock options, stock appreciation rights, restricted stock, restricted stock units (RSU), other stock-based awards, and performance share units (PSU) or cash based performance units (PU).

During 2015, the Corporation granted awards in the form of RSUs, PSUs, PUs, and restricted stock. Previous grants under the 2005 Stock Plans included non-qualified stock options. Under our employee benefit program, the Corporation also provides an Employee Stock Purchase Plan (ESPP) available to most active employees. Certain awards provide for accelerated vesting if there is a change in control.

The compensation cost for employee and non-employee director share-based compensation programs during 2015, 2014, and 2013 is as follows:

<i>(In thousands)</i>	2015	2014	2013
Non-qualified stock options	\$ —	\$ —	\$ 238
Employee Stock Purchase Plan	1,279	1,350	1,260
Performance Share Units	4,349	3,728	3,495
Restricted Share Units	3,015	2,655	1,700
Other share-based payments	830	767	657
Total share-based compensation expense before income taxes	\$ 9,473	\$ 8,500	\$ 7,350

Other share-based grants include service based restricted stock awards to non-employee directors, who are treated as employees as prescribed by the accounting guidance on share-based payments. The compensation cost recognized follows the cost of the employee, which is primarily reflected as General and administrative expenses in the Consolidated Statements of Earnings. No share-based compensation costs were capitalized during 2015 , 2014 , or 2013 .

The following table summarizes the cash received from share-based awards and the Corporation's tax benefit recognized on share-based compensation:

<i>(In thousands)</i>	2015	2014	2013
Cash received from share-based awards	\$ 28,706	\$ 38,183	\$ 29,194
Recognized tax benefit on awards	\$ 9,119	\$ 9,610	\$ 3,199

A summary of employee stock option activity is as follows:

	Shares (000's)	Weighted- Average Exercise Price	Weighted- Average Remaining Contractual Term in Years	Aggregate Intrinsic Value (000's)
Outstanding at December 31, 2014	1,443	\$ 33.86		
Granted	—	—		
Exercised	(589)	34.29		
Adjustment	(2)	41.53		
Outstanding at December 31, 2015	852	\$ 33.54	3.5	\$ 29,772
Exercisable at December 31, 2015	852	\$ 33.54	3.5	\$ 29,772

The total intrinsic value of stock options exercised during 2015 , 2014 , and 2013 was \$36.8 million , \$28.3 million , and \$11.4 million , respectively.

Performance Share Units

The Corporation has granted performance share units to certain employees, whose 3 year cliff vesting is contingent upon how the Corporation's total shareholder return over the three-year term of the awards compares to that of a self-constructed peer group. The non-vested shares are subject to forfeiture if established performance goals are not met or employment is terminated other than due to death, disability, or retirement. Share plans are denominated in share-based units based on the fair market value of the Corporation's Common stock on the date of grant. The performance share unit's compensation cost is amortized to expense on a straight-line basis over the three-year requisite service period. As forfeiture assumptions change, compensation cost will be adjusted on a cumulative basis in the period of the assumption change.

Restricted Share Units

Restricted share units cliff vest at the end of the awards' vesting period. The restricted share units are service based and thus compensation cost is amortized to expense on a straight-line basis over the requisite service period, which is typically three years. The non-vested restricted units are subject to forfeiture if employment is terminated other than due to death, disability, or retirement.

A summary of the Corporation's 2015 activity related to performance share units and restricted share units are as follows:

	Performance Share Units (PSUs)		Restricted Share Units (RSUs)	
	Shares/Units (000's)	Weighted- Average Fair Value	Shares/Units (000's)	Weighted- Average Fair Value
Nonvested at December 31, 2014	312	\$ 44.12	246	\$ 43.03
Granted	57	86.34	83	71.02
Vested	(80)	42.82	(84)	32.95
Forfeited	(2)	62.91	—	—
Nonvested at December 31, 2015	286	\$ 52.70	245	\$ 55.98
Expected to vest at December 31, 2015	286	\$ 52.70	245	\$ 55.98

Nonvested PSUs had an intrinsic value of \$ 19.6 million and unrecognized compensation costs of \$9.1 million as of December 31, 2015. Nonvested RSUs had an intrinsic value of \$ 16.8 million and unrecognized compensation costs of \$8.8 million. Unrecognized compensation costs related to PSUs and RSUs are expected to be recognized over periods of 2.3 - 2.7 years.

Employee Stock Purchase Plan

The Corporation's ESPP enables eligible employees to purchase the Corporation's common stock at a price per share equal to 85% of the fair market value at the end of each offering period. Each offering period of the ESPP lasts six months, commencing on January 1st and July 1st of each year. Compensation cost is recognized on a straight-line basis over the six-month vesting period during which employees perform related services.

15. PENSION AND OTHER POSTRETIREMENT BENEFIT PLANS

The Corporation maintains twelve separate and distinct pension and other post-retirement defined benefit plans, consisting of three domestic plans and nine separate foreign pension plans. Effective December 31, 2014, the Corporation executed the following plan mergers: the two Williams Controls defined benefit pension plans were merged with the CW Pension Plan, resulting in one surviving domestic qualified plan, and the three domestic post-retirement health-benefits plans (CW, EMD, and Williams Controls) were merged into one. Post-merger, the Corporation maintains the following domestic plans: a qualified pension plan, a non-qualified pension plan, and a postretirement health-benefits plan. The foreign plans consist of three defined benefit pension plans in the United Kingdom, two in Germany, two in Mexico, and one plan each in Canada and Switzerland.

Domestic Plans

Qualified Pension Plan

The Corporation maintains a defined benefit pension plan (the "CW Pension Plan") covering all employees under six benefit formulas: a non-contributory non-union and union formula for certain Curtiss-Wright (CW) employees, a contributory union and non-union benefit formula for employees at the EMD business unit, and two benefit formulas providing annuity benefits for participants in the former Williams Controls salaried and union plans.

CW non-union employees hired prior to February 1, 2010 receive a "traditional" benefit based on years of credited service, using the five highest consecutive years' compensation during the last ten years of service. These employees became participants under the CW Pension Plan after one year of service and were vested after three years of service. CW non-union employees hired on or after the effective date were eligible for a cash balance benefit through December 31, 2013, and were transitioned to the new defined contribution plan, further described below. CW union employees who have negotiated a benefit under the CW Pension Plan are entitled to a benefit based on years of service multiplied by a monthly pension rate.

The formula for EMD employees covers both union and non-union employees and is designed to satisfy the requirements of relevant collective bargaining agreements. Employee contributions are withheld each pay period and are equal to 1.5% of salary. The benefits for the EMD employees are based on years of service and compensation. On December 31, 2012, the Corporation amended the CW Pension Plan to close the benefit to EMD employees hired after January 1, 2014.

Participants of the former Williams Controls Retirement Income Plan for salaried employees are either deferred vested participants or currently receiving benefits, as benefit accruals under the plan were frozen to future accruals effective January 1, 2003. Benefits in the salaried plan are based on average compensation and years of service.

Participants of the former Williams Controls UAW Local 492 Plan for union employees are entitled to a benefit based on years of service multiplied by a monthly pension rate, and may be eligible for supplemental benefits based upon attainment of certain age and service requirements.

In May 2013, the Company's Board of Directors approved an amendment to the CW Pension Plan. Effective January 1, 2014, all active non-union employees participating in the final and career average pay formulas in the defined benefit plan will cease accruals 15 years from the effective date of the amendment. In addition to the sunset provision, the "cash balance" benefit for non-union participants will be eliminated as of the effective date. Non-Union employees who are not currently receiving final or career average pay benefits become eligible to participate in a new defined contribution plan which provides both employer match and non-elective contribution components, up to a maximum employer contribution of 6%. The amendment does not affect CW employees that are subject to collective bargaining agreements.

At December 31, 2015 and 2014, the Corporation had a noncurrent pension liability of \$38.1 million and \$152.5 million, respectively. This decrease was primarily driven by a voluntary pension contribution of \$145 million in January 2015, a 25 basis point increase in the discount rate to 4.25% as of December 31, 2015, and the adoption of an updated mortality projection scale reflecting a lower rate of projected mortality improvements. The liability decreases were partially offset by lower than expected asset returns which reduced the funded status of the plan.

Due to the large contribution in January 2015, the Corporation does not expect to make any further contributions through 2020, but expects to make annual contributions to the new defined contribution plan, as further described below.

Nonqualified Pension Plan

The Corporation also maintains a non-qualified restoration plan (the "CW Restoration Plan") covering those employees of CW and EMD whose compensation or benefits exceed the IRS limitation for pension benefits. Benefits under the CW Restoration Plan are not funded, and, as such, the Corporation had an accrued pension liability of \$39.4 million and \$43.7 million as of December 31, 2015 and 2014, respectively. The Corporation's contributions to the CW Restoration Plan are expected to be \$2.7 million in 2016.

Other Post-Employment Benefits (OPEB) Plan

Under the plan merger effective December 31, 2014, the Corporation provides post-employment benefits consisting of retiree health and life insurance to three distinct groups of employees/retirees: the CW Grandfathered plan, and plans assumed in the acquisition of EMD and Williams Controls.

In 2002, the Corporation restructured the postemployment medical benefits for then-active CW employees, effectively freezing the plan. The plan continues to be maintained for certain retired CW employees.

The Corporation also provides retiree health and life insurance benefits for substantially all of the Curtiss-Wright EMD employees. The plan provides basic health and welfare coverage for pre-65 participants based on years of service and are subject to certain caps. Effective January 1, 2011, the Corporation modified the benefit design for post-65 retirees by introducing Retiree Reimbursement Accounts (RRA's) to participants in lieu of the traditional benefit delivery. Participant accounts are funded a set amount annually that can be used to purchase supplemental coverage on the open market, effectively capping the benefit.

The plan also provides retiree health and life insurance benefits for certain retirees of the Williams Controls salaried and union pension plans. Benefits are available to those employees who retired prior to December 31, 1993 in the salaried plan, and prior to October 1, 2003 in the union plan. Effective August 31, 2013, the Corporation modified the benefit design for post-65 retirees by introducing Retiree Reimbursement Accounts (RRA's) to align with the EMD delivery model.

The Corporation had an accrued postretirement benefit liability at December 31, 2015 and 2014 of \$22.0 million and \$23.2 million, respectively. Pursuant to the EMD purchase agreement, the Corporation has a discounted receivable from Washington Group International to reimburse the Corporation for a portion of these post-retirement benefit costs. At December 31, 2015 and 2014, the discounted receivable included in other assets was \$1.0 million and \$1.4 million, respectively. The Corporation expects to contribute \$1.6 million to the plan during 2016.

Foreign Plans

The foreign plans consist of three defined benefit pension plans in the United Kingdom, two in Germany, two in Mexico, and one plan each in Canada and Switzerland. As of December 31, 2015 and 2014, the total projected benefit obligation related to all foreign plans is \$87.8 million and \$90.1 million, respectively. As of December 31, 2015 and 2014, the Corporation had a net accrued pension liability of \$5.1 million and \$5.3 million, respectively. The Corporation's contributions to the foreign plans are expected to be \$2.6 million in 2016.

In September 2013, the Corporation amended the Metal Improvement Company - Salaried Staff pension Scheme (U.K.) and the Penny & Giles Pension Plan (U.K.) to cease the accrual of future benefits effective December 31, 2013. The amendments to the plans resulted in a \$7 million reduction to the projected benefit obligations and a curtailment gain of \$2.8 million.

Components of net periodic benefit expense

The net pension and net postretirement benefit costs (income) consisted of the following:

<i>(In thousands)</i>	Pension Benefits			Postretirement Benefits		
	2015	2014	2013	2015	2014	2013
Service cost	\$ 26,873	\$ 25,262	\$ 40,170	\$ 286	\$ 246	\$ 373
Interest cost	30,050	30,403	27,777	842	877	839
Expected return on plan assets	(54,629)	(41,746)	(36,303)	—	—	—
Amortization of prior service cost	618	662	883	(657)	(657)	(638)
Recognized net actuarial loss/(gain)	16,890	6,827	15,013	(551)	(811)	(614)
Cost of settlements/curtailments	7,461	377	13	—	—	—
Net periodic benefit cost (income)	\$ 27,263	\$ 21,785	\$ 47,553	\$ (80)	\$ (345)	\$ (40)

Net periodic benefit cost (excluding settlements/curtailments) has declined over the reported periods, mainly due to the reduction in service cost and increase in the expected return on plan assets. The plan redesign reduced service cost by eliminating the cash balance benefit earned in the plan for all participants, with those not participating in the traditional benefit being moved to a new defined contribution plan. Expected returns increased due to the incremental return generated from higher required cash contributions in 2013 and 2014, and the large voluntary contribution in January 2015. The higher expected returns in 2015 are partially offset by higher actuarial loss amortization, due to the lower discount rate utilized for 2015 expense.

The Cost of settlements/curtailments indicated above represents events that are accounted for under guidance on employers' accounting for settlements and curtailments of defined benefit pension plans. In 2015, the settlement charge is primarily a result of the retirement of the Corporation's former Chairman and his election to receive the nonqualified portion of his pension benefit as a single lump sum payout. In 2014, the charge was due to a settlement in the CWAT plan in Switzerland. In 2013, the CW Pension Plan curtailment charge of \$2.2 million and special termination benefits in the CW Restoration Plan were largely offset by the curtailment gain in the Penny & Giles Pension Plan.

The following table outlines the Corporation's consolidated disclosure of the pension benefits and postretirement benefits information described previously. The Corporation had no foreign postretirement plans. All plans were valued using a December 31, 2015 measurement date.

<i>(In thousands)</i>	Pension Benefits		Postretirement Benefits	
	2015	2014	2015	2014
Change in benefit obligation:				
Beginning of year	\$ 797,360	\$ 674,192	\$ 23,250	\$ 20,416
Service cost	26,873	25,262	286	246
Interest cost	30,050	30,403	842	877
Plan participants' contributions	1,825	1,734	345	364
Amendments	(2,951)	178	—	—
Actuarial loss (gain)	(10,803)	114,763	(1,133)	3,276
Benefits paid	(60,662)	(40,765)	(1,610)	(1,929)
Actual expenses	(1,787)	(1,299)	—	—
Currency translation adjustments	(5,195)	(7,108)	—	—
End of year	\$ 774,710	\$ 797,360	\$ 21,980	\$ 23,250
Change in plan assets:				
Beginning of year	\$ 595,829	\$ 558,567	\$ —	\$ —
Actual return on plan assets	(4,092)	37,574	—	—
Employer contribution	165,575	46,306	1,265	1,565
Plan participants' contributions	1,825	1,734	345	364
Benefits paid	(60,662)	(40,765)	(1,610)	(1,929)
Actual Expenses	(1,787)	(1,299)	—	—
Currency translation adjustments	(4,614)	(6,288)	—	—
End of year	\$ 692,074	\$ 595,829	\$ —	\$ —
Funded status	\$ (82,636)	\$ (201,531)	\$ (21,980)	\$ (23,250)

<i>(In thousands)</i>	Pension Benefits		Postretirement Benefits	
	2015	2014	2015	2014
Amounts recognized on the balance sheet				
Noncurrent assets	\$ 3,667	\$ 6,041	\$ —	\$ —
Current liabilities	(2,998)	(3,523)	(1,562)	(1,603)
Noncurrent liabilities	(83,305)	(204,049)	(20,418)	(21,647)
Total	\$ (82,636)	\$ (201,531)	\$ (21,980)	\$ (23,250)
Amounts recognized in accumulated other comprehensive income (AOCI)				
Net actuarial loss (gain)	\$ 203,729	\$ 180,640	\$ (8,846)	\$ (8,264)
Prior service cost	(1,635)	1,990	(4,030)	(4,686)
Total	\$ 202,094	\$ 182,630	\$ (12,876)	\$ (12,950)
Amounts in AOCI expected to be recognized in net periodic cost in the coming year:				
Loss (gain) recognition	\$ 12,373	\$ 15,470	\$ (571)	\$ (551)
Prior service cost recognition	\$ (50)	\$ 619	\$ (657)	\$ (657)
Accumulated benefit obligation	\$ 736,688	\$ 753,878	N/A	N/A
Information for pension plans with an accumulated benefit obligation in excess of plan assets:				
Projected benefit obligation	\$ 721,626	\$ 770,241	N/A	N/A
Accumulated benefit obligation	683,605	726,760	N/A	N/A
Fair value of plan assets	635,323	562,669	N/A	N/A

Plan Assumptions

	Pension Benefits		Postretirement Benefits	
	2015	2014	2015	2014
Weighted-average assumptions in determination of benefit obligation:				
Discount rate	4.11%	3.88%	4.25%	3.75%
Rate of compensation increase	3.36%	3.37%	N/A	N/A
Health care cost trends:				
Rate assumed for subsequent year	N/A	N/A	5.70%	5.50%
Ultimate rate reached in 2026	N/A	N/A	5.40%	4.59%
Weighted-average assumptions in determination of net periodic benefit cost:				
Discount rate	3.88%	4.62%	3.75%	4.47%
Expected return on plan assets	7.93%	8.01%	N/A	N/A
Rate of compensation increase	3.37%	3.36%	N/A	N/A
Health care cost trends:				
Rate assumed for subsequent year	N/A	N/A	5.50%	8.00%
Ultimate rate reached in 2026	N/A	N/A	4.59%	5.00%

The discount rate for each plan is determined by discounting the plan's expected future benefit payments using a yield curve developed from high quality bonds that are rated Aa or better by Moody's as of the measurement date. The yield curve calculation matches the notional cash inflows of the hypothetical bond portfolio with the expected benefit payments to arrive at one effective rate for each plan.

The overall expected return on assets assumption is based on a combination of historical performance of the pension fund and expectations of future performance. Expected future performance is determined by weighting the expected returns for each asset class by the plan's asset allocation. The expected returns are based on long-term capital market assumptions utilizing a ten-year time horizon through consultation with investment advisors. While consideration is given to recent performance and historical returns, the assumption represents a long-term prospective return.

The effect on the Other Post-Employment Benefits plan of a 1% change in the health care cost trend is as follows:

<i>(In thousands)</i>	1% Increase		1% Decrease	
Total service and interest cost components	\$	15	\$	(12)
Postretirement benefit obligation	\$	375	\$	(309)

Pension Plan Assets

The overall objective for plan assets is to earn a rate of return over time to meet anticipated benefit payments in accordance with plan provisions. The long-term investment objective of the domestic retirement plans is to achieve a total rate of return, net of fees, which exceeds the actuarial overall expected return on asset assumptions used for funding purposes and which provides an appropriate premium over inflation. The intermediate-term objective of the domestic retirement plans, defined as three to five years, is to outperform each of the capital markets in which assets are invested, net of fees. During periods of extreme market volatility, preservation of capital takes a higher precedence than outperforming the capital markets.

The Finance Committee of the Corporation's Board of Directors is responsible for formulating investment policies, developing investment manager guidelines and objectives, and approving and managing qualified advisors and investment managers. The guidelines established define permitted investments within each asset class and apply certain restrictions such as limits on concentrated holdings, and prohibits selling securities short, buying on margin, and the purchase of any securities issued by the Corporation.

The Corporation maintains the funds of the CW Pension Plan under a trust that is diversified across investment classes and among investment managers to achieve an optimal balance between risk and return. As a part of its diversification strategy, the Corporation has established target allocations for each of the following assets classes: domestic equity securities, international

equity securities, and debt securities. Below are the Corporation's actual and established target allocations for the CW Pension Plan, representing 88% of consolidated assets:

Asset class	As of December 31,		Target Exposure	Expected Range
	2015	2014		
Domestic equities	51%	53%	50%	40%-60%
International equities	14%	14%	15%	10%-20%
Total equity	65%	67%	65%	55%-75%
Fixed income	35%	33%	35%	25%-45%

As of December 31, 2015 and 2014, cash funds in the CW Pension Plan represented approximately 3% of portfolio assets.

Foreign plan assets represent 12% of consolidated plan assets, with the majority of the assets supporting the U.K. plans. The U.K. foreign plans follow a similar asset allocation strategy, while other foreign plans are more heavily weighted in fixed income resulting in a weighted expected return on assets assumption of 4.46% for all foreign plans.

The Corporation may from time to time require the reallocation of assets in order to bring the retirement plans into conformity with these ranges. The Corporation may also authorize alterations or deviations from these ranges where appropriate for achieving the objectives of the retirement plans.

Fair Value Measurements

The following table presents consolidated plan assets using the fair value hierarchy as of December 31, 2015 :

Asset Category	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)			Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash and cash equivalents	\$ 24,354	\$ 871	\$ 23,483	\$ —		
Equity securities- Mutual funds ⁽¹⁾	379,467	330,619	48,848	—		
Bond funds ⁽²⁾	183,068	122,790	60,278	—		
Insurance Contracts ⁽³⁾	8,169	—	—	—	8,169	
Other ⁽⁴⁾	771	—	—	—	771	
December 31, 2014	\$ 595,829	\$ 454,280	\$ 132,609	\$ 8,940		
Cash and cash equivalents	\$ 26,251	\$ 253	\$ 25,998	\$ —		
Equity securities- Mutual funds ⁽¹⁾	435,931	395,549	40,382	—		
Bond funds ⁽²⁾	219,417	162,470	56,947	—		
Insurance Contracts ⁽³⁾	9,720	—	—	—	9,720	
Other ⁽⁴⁾	755	—	—	—	755	
December 31, 2015	\$ 692,074	\$ 558,272	\$ 123,327	\$ 10,475		

(1) This category consists of domestic and international equity securities. It is comprised of U.S. securities benchmarked against the S&P 500 index and Russell 2000 index, international mutual funds benchmarked against the MSCI EAFE index, global equity index mutual funds associated with our U.K. based pension plans and balanced funds associated with the U.K. and Canadian based pension plans.

(2) This category consists of domestic and international bonds. The domestic fixed income securities are benchmarked against the Barclays Capital Aggregate Bond index, actively-managed bond mutual funds comprised of domestic investment grade debt, fixed income derivatives, and below investment-grade issues, U.S. mortgage backed securities, asset backed securities, municipal bonds, and convertible debt. International bonds consist of bond mutual funds for institutional investors associated with the CW Pension Plan, Switzerland, and U.K. based pension plans.

(3) This category consists of a guaranteed investment contract (GIC) in Switzerland. Amounts contributed to the plan are guaranteed by a foundation for occupational benefits that in turn entered into a group insurance contract and the foundation pays a guaranteed rate of interest that is reset annually.

(4) This category consists primarily of real estate investment trusts in Switzerland.

Valuation

Equity securities and exchange-traded equity and bond mutual funds are valued using a market approach based on the quoted market prices of identical instruments. Pooled institutional funds are valued at their net asset values and are calculated by the sponsor of the fund.

Fixed income securities are primarily valued using a market approach utilizing various underlying pricing sources and methodologies. Real estate investment trusts are priced at net asset value based on valuations of the underlying real estate holdings using inputs such as discounted cash flows, independent appraisals, and market-based comparable data.

Cash balances in the United States are held in a pooled fund and classified as a Level 2 asset. Non-U.S. cash is valued using a market approach based on quoted market prices of identical instruments.

The following table presents a reconciliation of Level 3 assets held during the year ended December 31, 2015 and 2014 :

<i>(In thousands)</i>	Insurance Contracts	Other	Total
December 31, 2013	\$ 10,795	\$ 782	\$ 11,577
Actual return on plan assets:			
Relating to assets still held at the reporting date	158	39	197
Relating to assets sold during the period	—	—	—
Purchases, sales, and settlements	(1,818)	36	(1,782)
Transfers in and/or out of Level 3	—	—	—
Foreign currency translation adjustment	(966)	(86)	(1,052)
December 31, 2014	\$ 8,169	\$ 771	\$ 8,940
Actual return on plan assets:			
Relating to assets still held at the reporting date	127	37	164
Relating to assets sold during the period	—	2	2
Purchases, sales, and settlements	1,554	(49)	1,505
Transfers in and/or out of Level 3	—	—	—
Foreign currency translation adjustment	(130)	(6)	(136)
December 31, 2015	\$ 9,720	\$ 755	\$ 10,475

Benefit Payments

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid from the plans:

<i>(In thousands)</i>	Pension Plans	Postretirement Plans	Total
2016	\$ 49,175	\$ 1,562	\$ 50,737
2017	47,785	1,536	49,321
2018	49,218	1,536	50,754
2019	53,081	1,509	54,590
2020	52,443	1,499	53,942
2021 — 2025	269,212	7,249	276,461

Defined Contribution Retirement Plans

The Corporation offers all of its domestic employees the opportunity to participate in a defined contribution plan. Costs incurred by the Corporation in the administration and record keeping of the defined contribution plan are paid for by the Corporation and are not considered material.

Effective January 1, 2014, all non-union employees who were not currently receiving final or career average pay benefits became eligible to receive employer contributions in the Corporation's sponsored 401(k) plan. The employer contributions include both employer match and non-elective contribution components, up to a maximum employer contribution of 6% of eligible compensation. During the year ended December 31, 2015, the expense relating to the plan was \$12.8 million, consisting of \$5.7 million in matching contributions to the plan in 2015, and \$7.1 million in non-elective contributions paid in January 2016. Cumulative contributions of approximately \$67.0 million are expected to be made from 2016 through 2020.

In addition, the Corporation had foreign pension costs under various defined contribution plans of \$4.8 million, \$5.7 million, and \$5.1 million in 2015, 2014, and 2013, respectively.

16. LEASES

The Corporation conducts a portion of its operations from leased facilities, which include manufacturing and service facilities, administrative offices, and warehouses. In addition, the Corporation leases vehicles, machinery, and office equipment under operating leases. The leases expire at various dates and may include renewals and escalations. Rental expenses for all operating leases amounted to \$37.0 million, \$38.0 million, and \$35.3 million in 2015, 2014, and 2013, respectively.

At December 31, 2015, the approximate future minimum rental commitments under operating leases that have initial or remaining non-cancelable lease terms in excess of one year are as follows:

<i>(In thousands)</i>	Rental Commitments
2016	\$ 26,676
2017	21,657
2018	18,319
2019	14,320
2020	10,736
Thereafter	41,805
Total	\$ 133,513

17. SEGMENT INFORMATION

Prior to the first quarter of 2015, the Corporation reported its results of operations through three segments: Commercial/Industrial, Defense, and Energy. Beginning in the first quarter of 2015, the Corporation realigned its reportable segments as a result of its previously announced discontinued operations. The Energy segment was renamed Power. The new Power segment includes businesses serving the nuclear naval defense and new build (AP1000) power generation markets, which had previously operated within the Defense segment. The remaining oil and gas businesses that had operated within the Energy segment have joined the Commercial/Industrial segment. As result of this realignment, the Corporation's new reportable segments are: Commercial/Industrial, Defense, and Power, as described in Item 1. Business.

The Commercial/Industrial reportable segment is comprised of businesses that provide a diversified offering of highly engineered products and services supporting critical applications primarily across the commercial aerospace and general industrial markets. The products offered include electronic throttle control devices and transmission shifters, electro-mechanical actuation control components, valves, and surface technology services such as shot peening, laser peening, coatings, and advanced testing.

The Defense reportable segment is comprised of businesses that primarily provide products to the defense markets and to a lesser extent the commercial aerospace market. The products offered include commercial off-the-shelf (COTS) embedded computing board level modules, integrated subsystems, turret aiming and stabilization products, weapons handling systems, avionics and electronics, flight test equipment, and aircraft data management solutions.

The Power segment is comprised of businesses that primarily provide products to the power generation markets and to a lesser extent the naval defense market. The products offered include main coolant pumps, power-dense compact motors, generators, secondary propulsion systems, pumps, pump seals, control rod drive mechanisms, fastening systems, specialized containment doors, airlock hatches, spent fuel management products, and fluid sealing products.

The Corporation's measure of segment profit or loss is operating income. Interest expense and income taxes are not reported on an operating segment basis as they are not considered in the segments' performance evaluation by the Corporation's chief operating decision-maker, its Chief Executive Officer.

Net sales and operating income by reportable segment are as follows:

	December 31,		
<i>(In thousands)</i>	2015	2014	2013
Net sales			
Commercial/Industrial	\$ 1,189,120	\$ 1,232,696	\$ 1,079,826
Defense	479,528	492,094	481,850
Power	545,013	527,034	563,405
Less: Intersegment Revenues	(7,978)	(8,698)	(7,000)
Total Consolidated	\$ 2,205,683	\$ 2,243,126	\$ 2,118,081
	2015	2014	2013
Operating income (expense)			
Commercial/Industrial	\$ 171,525	\$ 178,684	\$ 131,305
Defense	98,895	82,552	74,360
Power	74,987	51,449	73,402
Corporate and Eliminations ⁽¹⁾	(34,790)	(30,312)	(41,944)
Total Consolidated	\$ 310,617	\$ 282,373	\$ 237,123
Depreciation and amortization expense			
Commercial/Industrial	\$ 55,799	\$ 58,276	\$ 56,841
Defense	15,965	19,530	19,235
Power	23,419	23,060	21,484
Corporate	4,292	4,059	4,655
Total Consolidated	\$ 99,475	\$ 104,925	\$ 102,215
Segment assets			
Commercial/Industrial	\$ 1,500,931	\$ 1,543,795	\$ 1,509,011
Defense	808,197	845,193	888,689
Power	642,655	579,736	581,323
Corporate	77,595	283,440	57,691
Assets held for sale	—	147,347	421,560
Total Consolidated	\$ 3,029,378	\$ 3,399,511	\$ 3,458,274
Capital expenditures			
Commercial/Industrial	\$ 21,990	\$ 37,329	\$ 48,696
Defense	3,834	5,175	3,443
Power	6,163	16,057	12,144
Corporate	3,525	8,554	7,959
Total Consolidated ⁽²⁾	\$ 35,512	\$ 67,115	\$ 72,242

⁽¹⁾ Corporate and Eliminations includes pension expense, environmental remediation and administrative expenses, legal, foreign currency transactional gains and losses, and other expenses.

⁽²⁾ Total capital expenditures included \$0.2 million, \$4.9 million, and \$7.0 million of expenditures related to discontinued operations for the years ended 2015, 2014, and 2013, respectively.

Reconciliations

	December 31,		
<i>(In thousands)</i>	2015	2014	2013
Earnings before taxes:			
Total segment operating income	\$ 345,407	\$ 312,685	\$ 279,067
Corporate and administrative	(34,790)	(30,312)	(41,944)
Interest expense	(36,038)	(35,794)	(37,053)
Other income, net	615	365	980
Total consolidated earnings before tax	<u>\$ 275,194</u>	<u>\$ 246,944</u>	<u>\$ 201,050</u>

	December 31,		
<i>(In thousands)</i>	2015	2014	2013
Assets:			
Total assets for reportable segments	\$ 2,951,783	\$ 2,968,724	\$ 2,979,023
Assets held for sale	—	147,347	421,560
Non-segment cash	42,164	247,249	13,308
Other assets	35,431	36,191	44,383
Total consolidated assets	<u>\$ 3,029,378</u>	<u>\$ 3,399,511</u>	<u>\$ 3,458,274</u>

Geographic Information

	December 31,		
<i>(In thousands)</i>	2015	2014	2013
Revenues			
United States of America	\$ 1,502,363	\$ 1,521,034	\$ 1,444,019
United Kingdom	135,673	145,092	134,815
Other foreign countries	567,647	577,000	539,247
Consolidated total	<u>\$ 2,205,683</u>	<u>\$ 2,243,126</u>	<u>\$ 2,118,081</u>

	December 31,		
<i>(In thousands)</i>	2015	2014	2013
Long-Lived Assets			
United States of America	\$ 293,612	\$ 323,937	\$ 365,691
United Kingdom	36,061	45,625	43,434
Other foreign countries	83,971	89,357	106,593
Consolidated total	<u>\$ 413,644</u>	<u>\$ 458,919</u>	<u>\$ 515,718</u>

Net sales by product line

	December 31,		
<i>(In thousands)</i>	2015	2014	2013
Net sales			
Flow Control	\$ 949,657	\$ 959,907	\$ 940,910
Motion Control	947,758	953,667	873,519
Surface Technologies	308,268	329,552	303,652
Consolidated total	<u>\$ 2,205,683</u>	<u>\$ 2,243,126</u>	<u>\$ 2,118,081</u>

The Flow Control products include valves, pumps, motors, generators, and instrumentation that manage the flow of liquids and gases, generate power and monitor or provide critical functions. Motion Controls products include turret aiming and stabilization products, embedded computing board level modules, electronic throttle control devices, transmission shifters, and

electro-mechanical actuation control components. Surface Technologies include shot peening, laser peening, and coatings services that enhance the durability, extend the life, and prevent premature fatigue and failure on customer-supplied metal components.

18. CONTINGENCIES AND COMMITMENTS

Legal Proceedings

The Corporation has been named in a number of lawsuits that allege injury from exposure to asbestos. To date, the Corporation has not been found liable for or paid any material sum of money in settlement in any case. The Corporation believes its minimal use of asbestos in its past and current operations and the relatively non-friable condition of asbestos in its products makes it unlikely that it will face material liability in any asbestos litigation, whether individually or in the aggregate. The Corporation maintains insurance coverage for these potential liabilities and believes adequate coverage exists to cover any unanticipated asbestos liability.

In December 2013, the Corporation, along with other unaffiliated parties, received a claim, from Canadian Natural Resources Limited (CNRL) filed in the Court of Queen's Bench of Alberta, Judicial District of Calgary. The claim pertains to a January 2011 fire and explosion at a delayed coker unit at its Fort McMurray refinery that resulted in the injury of five CNRL employees, damage to property and equipment, and various forms of consequential loss such as loss of profit, lost opportunities, and business interruption. The fire and explosion occurred when a CNRL employee bypassed certain safety controls and opened an operating coker unit. The total quantum of alleged damages arising from the incident has not been finalized, but is estimated to meet or exceed \$1 billion. The Corporation maintains various forms of commercial, property and casualty, product liability, and other forms of insurance; however, such insurance may not be adequate to cover the costs associated with a judgment against us. The Corporation is currently unable to estimate an amount or range of potential losses, if any, from this matter. The Corporation believes it has adequate legal defenses and intends to defend this matter vigorously. The Corporation's financial condition, results of operations, and cash flows, could be materially affected during a future fiscal quarter or fiscal year by unfavorable developments or outcome regarding this claim.

The Corporation is party to a number of legal actions and claims, none of which individually or in the aggregate, in the opinion of management, are expected to have a material effect on the Corporation's results of operations or financial position.

Letters of Credit and Other Arrangements

The Corporation enters into standby letters of credit agreements and guarantees with financial institutions and customers primarily relating to guarantees of repayment, future performance on certain contracts to provide products and services, and to secure advance payments from certain international customers. At December 31, 2015 and 2014, there were \$37.3 million and \$54.3 million of stand-by letters of credit outstanding, respectively, and \$14.7 million and \$20.7 million of bank guarantees outstanding, respectively.

The Corporation, through its Electro-Mechanical Division (EMD) business unit, has three Pennsylvania Department of Environmental Protection (PADEP) radioactive materials licenses that are utilized in the continued operation of the EMD business. In connection with these licenses, the Corporation has known conditional asset retirement obligations related to asset decommissioning activities to be performed in the future, when the Corporation terminates these licenses. For two of the three licenses, the Corporation has recorded an asset retirement obligation of approximately \$6.8 million. For its third license, the Corporation has not recorded an asset retirement obligation as it is not reasonably estimable due to insufficient information about the timing and method of settlement of the obligation. Accordingly, this obligation has not been recorded in the Consolidated Financial Statements. A liability for this obligation will be recorded in the period when sufficient information regarding timing and method of settlement becomes available to make a reasonable estimate of the liability's fair value. The Corporation is required to provide the Nuclear Regulatory Commission financial assurance demonstrating its ability to cover the cost of decommissioning its Cheswick, Pennsylvania facility upon closure, though the Corporation does not intend to close this facility. The Corporation has provided this financial assurance in the form of a \$52.9 million surety bond.

AP1000 Program

Within the Corporation's Power segment, our Electro-Mechanical Division is the RCP supplier for the Westinghouse AP1000 nuclear power plants under construction in China and the United States. The terms of the AP1000 China and United States contracts include liquidated damage provisions for failure to meet contractual delivery dates if the Corporation caused the delay and the delay was not excusable. The Corporation would be liable for liquidated damages if the Corporation was deemed

responsible for not meeting the delivery dates. On October 10, 2013, the Corporation received a letter from Westinghouse stating entitlements to the maximum amount of liquidated damages allowable under the AP1000 China contract from Westinghouse of approximately \$25 million. As of December 31, 2015, the Corporation has not met certain contractual delivery dates under its AP 1000 China and US contracts; however, there are significant counterclaims and uncertainties as to which parties are responsible for the delays. Given the uncertainties surrounding the parties responsible for the delays, no accrual has been made for this matter. As of December 31, 2015, the range of possible loss for liquidated damages is \$0 to \$48 million.

19. ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

The total cumulative balance of each component of accumulated other comprehensive income (loss), net of tax, is as follows:

<i>(In thousands)</i>	Foreign currency translation adjustments, net	Total pension and postretirement adjustments, net	Accumulated other comprehensive income (loss)
December 31, 2013	\$ 59,103	\$ (33,844)	\$ 25,259
Other comprehensive loss before reclassifications (1)	(79,386)	(78,450)	(157,836)
Amounts reclassified from accumulated other comprehensive income (loss) (1)	—	4,166	4,166
Net current period other comprehensive loss	(79,386)	(74,284)	(153,670)
December 31, 2014	\$ (20,283)	\$ (108,128)	\$ (128,411)
Other comprehensive loss before reclassifications (1)	(87,527)	(24,823)	(112,350)
Amounts reclassified from accumulated other comprehensive income (loss) (1)	—	14,833	14,833
Net current period other comprehensive loss	(87,527)	(9,990)	(97,517)
December 31, 2015	\$ (107,810)	\$ (118,118)	\$ (225,928)

(1) All amounts are after tax.

Details of amounts reclassified from accumulated other comprehensive income (loss) are below:

<i>(In thousands)</i>	Amount reclassified from comprehensive income	Accumulated other comprehensive income (loss)	Affected line item in the statement where net earnings is presented
	2015	2014	
Defined benefit pension and postretirement plans			
Amortization of prior service costs	39	(5)	(1)
Amortization of net actuarial losses	(16,339)	(6,016)	(1)
Settlements	(7,461)	(377)	(1)
	(23,761)	(6,398)	Total before tax
	8,928	2,232	Income tax effect
Total reclassifications	\$ (14,833)	\$ (4,166)	Net of tax

(1) These items are included in the computation of net periodic pension cost. See Note 15, Pension and Other Postretirement Benefit Plans.

20. QUARTERLY RESULTS OF OPERATIONS (UNAUDITED)

The following tables set forth selected unaudited quarterly Consolidated Statements of Earnings information for the fiscal years ended December 31, 2015 and 2014. The fourth quarter of 2015 included a one-time \$20 million operating income benefit as a result of the receipt of a \$468 million direct order with China for AP1000 reactor coolant pumps, which included the sale of certain intellectual property rights.

(In thousands, except per share data)

	First	Second	Third	Fourth
2015				
Net sales	\$ 546,199	\$ 545,194	\$ 525,535	\$ 588,755
Gross profit	191,096	182,351	185,494	224,314
Earnings from continuing operations	43,223	40,121	38,142	70,762
Loss from discontinued operations	(27,232)	(14,384)	(4,258)	(913)
Net earnings	15,991	25,737	33,884	69,849
Basic earnings per share *				
Earnings from continuing operations	\$ 0.91	\$ 0.85	\$ 0.82	\$ 1.56
Loss from discontinued operations	(0.57)	(0.31)	(0.09)	(0.02)
Total	\$ 0.34	\$ 0.54	\$ 0.73	\$ 1.54
Diluted earnings per share *				
Earnings from continuing operations	\$ 0.89	\$ 0.83	\$ 0.80	\$ 1.53
Loss from discontinued operations	(0.56)	(0.30)	(0.09)	(0.02)
Total	\$ 0.33	\$ 0.53	\$ 0.71	\$ 1.51
2014				
Net sales	\$ 542,959	\$ 569,198	\$ 558,383	\$ 572,586
Gross profit	184,614	198,231	193,331	200,340
Earnings from continuing operations	36,430	43,009	44,378	46,132
Loss from discontinued operations	(1,266)	(6,618)	(19,345)	(29,382)
Net earnings	35,164	36,391	25,033	16,750
Basic earnings per share *				
Earnings from continuing operations	\$ 0.76	\$ 0.90	\$ 0.92	\$ 0.96
Loss from discontinued operations	(0.03)	(0.14)	(0.40)	(0.61)
Total	\$ 0.73	\$ 0.76	\$ 0.52	\$ 0.35
Diluted earnings per share *				
Earnings from continuing operations	\$ 0.74	\$ 0.87	\$ 0.90	\$ 0.94
Loss from discontinued operations	(0.02)	(0.13)	(0.39)	(0.60)
Total	\$ 0.72	\$ 0.74	\$ 0.51	\$ 0.34

* May not add due to rounding

21. SUBSEQUENT EVENTS

On February 5, 2016 the Corporation terminated its March 2013 and January 2012 interest rate swap agreements. As a result of the termination, the Corporation received a cash payment of approximately \$21 million, representing the fair value of the interest rate swaps on the date of termination. In connection with the termination, we and the counterparties released each other from all obligations under the interest rate swap agreement, including, without limitation, the obligation to make periodic payments thereunder. The Senior Notes are interest-bearing financial liabilities, accordingly, the hedge accounting adjustment will be reflected as a bond premium to our Senior Notes' carrying value and amortized prospectively into interest expense over the remaining terms of the Senior Notes on an effective-yield basis.

* * * * *

Report of the Corporation

The Consolidated Financial Statements appearing in Item 8 of this Annual Report on Form 10-K have been prepared by the Corporation in conformity with accounting principles generally accepted in the United States of America. The financial statements necessarily include some amounts that are based on the best estimates and judgments of the Corporation. Other financial information in this Annual Report on Form 10-K is consistent with that in the Consolidated Financial Statements.

The Corporation maintains accounting systems, procedures, and internal accounting controls designed to provide reasonable assurance that assets are safeguarded and that transactions are executed in accordance with the appropriate corporate authorization and are properly recorded. The accounting systems and internal accounting controls are augmented by written policies and procedures, organizational structure providing for a division of responsibilities, selection and training of qualified personnel, and an internal audit program. The design, monitoring, and revision of internal accounting control systems involve, among other things, management's judgment with respect to the relative cost and expected benefits of specific control measures. Management of the Corporation has completed an assessment of the Corporation's internal controls over financial reporting and has included "Management's Annual Report on Internal Control Over Financial Reporting" in Item 9A of this Annual Report on Form 10-K.

Deloitte & Touche LLP, our independent registered public accounting firm, performed an integrated audit of the Corporation's Consolidated Financial Statements that also included forming an opinion on the internal controls over financial reporting of the Corporation for the year ended December 31, 2015 . An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. The objective of their audit is the expression of an opinion on the fairness of the Corporation's Consolidated Financial Statements in conformity with accounting principles generally accepted in the United States of America, in all material respects, and on the internal controls over financial reporting as of December 31, 2015 .

The Audit Committee of the Board of Directors, composed entirely of directors who are independent of the Corporation, appoints the independent registered public accounting firm for ratification by stockholders and, among other things, considers the scope of the independent registered public accounting firm's examination, the audit results, and the adequacy of internal accounting controls of the Corporation. The independent registered public accounting firm and the internal auditor have direct access to the Audit Committee, and they meet with the committee from time to time, with and without management present, to discuss accounting, auditing, non-audit consulting services, internal control, and financial reporting matters.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of
Curtiss-Wright Corporation
Charlotte, North Carolina

We have audited the accompanying consolidated balance sheets of Curtiss-Wright Corporation and subsidiaries (the “Company”) as of December 31, 2015 and 2014 , and the related consolidated statements of earnings, comprehensive income (loss), stockholders’ equity, and cash flows for each of the three years in the period ended December 31, 2015 . Our audits also included the financial statement schedule listed in the Index at Item 15. These financial statements and financial statement schedule are the responsibility of the Company’s management. Our responsibility is to express an opinion on the financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2015 and 2014 , and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2015 , in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company’s internal control over financial reporting as of December 31, 2015 , based on the criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 25, 2016 expressed an unqualified opinion on the Company’s internal control over financial reporting.

/s/ Deloitte & Touche LLP

Parsippany, New Jersey
February 25, 2016

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of
Curtiss-Wright Corporation
Charlotte, North Carolina

We have audited the internal control over financial reporting of Curtiss-Wright Corporation and subsidiaries (the “Company”) as of December 31, 2015 , based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company’s internal control over financial reporting is a process designed by, or under the supervision of, the company’s principal executive and principal financial officers, or persons performing similar functions, and effected by the company’s board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015 , based on the criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements and financial statement schedule as of and for the year ended December 31, 2015 of the Company and our report dated February 25, 2016 expressed an unqualified opinion on those financial statements and financial statement schedule.

/s/ Deloitte & Touche LLP

Parsippany, New Jersey
February 25, 2016

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

Item 9A. Controls And Procedures.

Disclosure Controls and Procedures

As of December 31, 2015, the Corporation's management, including the Corporation's Chief Executive Officer and Chief Financial Officer, conducted an evaluation of the Corporation's disclosure controls and procedures, as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based on such evaluation, the Corporation's Chief Executive Officer and Chief Financial Officer concluded that the Corporation's disclosure controls and procedures are effective as of December 31, 2015 insofar as they are designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms, and they include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in the reports we file or submit under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

Management's Annual Report On Internal Control Over Financial Reporting

The Corporation's management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended.

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

The Corporation's management assessed the effectiveness of the Corporation's internal control over financial reporting as of December 31, 2015. In making this assessment, the Corporation's management used the criteria established by the 2013 Committee of Sponsoring Organizations of the Treadway Commission in Internal Control-Integrated Framework.

Based on management's assessment, management believes that as of December 31, 2015, the Corporation's internal control over financial reporting is effective based on the established criteria.

The Corporation's internal controls over financial reporting as of December 31, 2015 have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, and their report thereon is included in Item 8 of this Annual Report on Form 10-K.

Changes in Internal Control over Financial Reporting

There were no changes in the Corporation's internal control over financial reporting during the most recently completed fiscal quarter that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information.

None.

PART III

The information required by Items 10, 11, 12, 13, and 14 of Part III of this Annual Report on Form 10-K, to the extent not set forth herein, is incorporated herein by reference from the registrant's definitive proxy statement relating to the annual meeting of stockholders to be held on May 6, 2016 which definitive proxy statement shall be filed with the Securities and Exchange Commission within 120 days after the end of the fiscal year to which this report relates. Information required by Item 401(b) of Regulation S-K is included in Part I of this report under the caption "Executive Officers" and information required by Item 201(d) of Regulation S-K is included in Part II of this report under the caption "Securities Authorized For Issuance Under Equity Compensation Plans".

PART IV

Item 15. Exhibits, Financial Statement Schedules.

(a)	Financial Statements and Footnotes	Page
1.	The following are documents filed as part of this report in Part II, Item 8:	

	Consolidated Statements of Earnings	41
	Consolidated Statements of Comprehensive Income	42
	Consolidated Balance Sheets	43
	Consolidated Statements of Cash Flows	44
	Consolidated Statements of Stockholders' Equity	45
	Notes to Consolidated Financial Statements	46
2.	Financial Statement Schedule	
	Schedule II-Valuation and Qualifying Accounts	89
	All other financial statement schedules have been omitted because they are either not required, not applicable or the required information is shown in the Consolidated Financial Statements or Notes thereto.	

(b) Exhibits

Exhibit No.	Exhibit Description	Incorporated by Reference		Filed Herewith
		Form	Filing Date	
2.1	Agreement and Plan of Merger and Recapitalization, dated as of February 1, 2005, by and between the Registrant and CW Merger Sub, Inc.	8-K	February 3, 2005	
3.1	Amended and Restated Certificate of Incorporation	8-A/A	May 24, 2005	
3.2	Amended and Restated By-Laws	8-K	May 18, 2015	
3.3	Form of stock certificate for Common Stock	8-K	November 17, 2008	
4.1	Agreement to furnish to the Commission upon request a copy of any long-term debt instrument where the amount of the securities authorized thereunder does not exceed 10% of the total assets of the Registrant and its subsidiaries on a consolidated basis	10-K	December 31, 1985	
10.1	Curtiss-Wright Corporation 2005 Omnibus Long-Term Incentive Plan, amended and restated effective January 1, 2010*	14A	March 19, 2010	
10.2	Form of Long Term Incentive Award Agreement, between the Registrant and the executive officers of the Registrant*	10-K	March 7, 2006	
10.3	Revised Standard Employment Severance Agreement with Senior Management of the Registrant*	10-Q	August 15, 2001	
10.4	Amended and Restated Retirement Benefits Restoration Plan as amended January 1, 2009.*	10-K	February 25, 2011	
10.5	Instrument of Amendment No. 1 to Amended and Restated Retirement Benefits Restoration Plan as amended January 1, 2009*	10-K	February 24, 2012	
10.6	Instrument of Amendment No. 2 to Amended and Restated Retirement Benefits Restoration Plan as amended January 1, 2009*	10-K	February 19, 2015	
10.7	Instrument of Amendment No. 3 to Amended and Restated Retirement Benefits Restoration Plan as amended January 1, 2009*	10-K	February 19, 2015	

10.8	Instrument of Amendment No. 4 to Amended and Restated Retirement Benefits Restoration Plan as amended January 1, 2009*			X
10.9	Curtiss-Wright Corporation Retirement Plan, as Amended and Restated January 1, 2015*			X
10.10	Curtiss-Wright Corporation Savings and Investment Plan, as Amended and Restated effective as of January 1, 2015*			X
10.11	Instrument of Amendment No. 1 to the Curtiss-Wright Corporation Savings and Investment Plan, as Amended and Restated effective January 1, 2015*			X
10.12	Curtiss-Wright Corporation 2014 Omnibus Incentive Plan*	14A	March 21, 2014	
10.13	Curtiss-Wright Corporation Retirement Savings Restoration Plan*	10-K	February 19, 2015	
10.14	Instrument of Amendment No. 1 to the Curtiss-Wright Corporation Retirement Savings Restoration Plan*			X
10.15	Form of indemnification Agreement entered into by the Registrant with each of its directors	10-Q	May 7, 2012	
10.16	Amended and Restated Curtiss-Wright Electro-Mechanical Corporation Savings Plan, dated January 1, 2010*	10-K	February 25, 2011	
10.17	Instrument of Amendment No.1 to the Amended and Restated Curtiss-Wright Electro-Mechanical Corporation Savings Plan, dated January 1, 2010*	10-K	February 24, 2012	
10.18	Instrument of Amendment No. 2 to the Amended and Restated Curtiss-Wright Electro-Mechanical Corporation Savings Plan, dated January 1, 2010*	10-K	February 21, 2013	
10.19	Instrument of Amendment No.3 to the Amended and Restated Curtiss-Wright Electro-Mechanical Corporation Savings Plan, dated January 1, 2010*	10-K	February 21, 2013	
10.20	Instrument of Amendment No.4 to the Amended and Restated Curtiss-Wright Electro-Mechanical Corporation Savings Plan, dated January 1, 2010*	10-K	February 21, 2014	
10.21	Curtiss-Wright Corporation 2005 Stock Plan for Non-Employee Directors*	14A	April 5, 2005	
10.22	Amended and Revised Curtiss-Wright Corporation Executive Deferred Compensation Plan, as amended November 2006*	10-K	February 27, 2007	
10.23	Instrument of Amendment No. 1 to the Amended and Revised Curtiss-Wright Corporation Executive Deferred Compensation Plan, as amended August 29, 2008*	10-K	February 24, 2012	
10.24	Instrument of Amendment No. 2 to the Amended and Revised Curtiss-Wright Corporation Executive Deferred Compensation Plan, as amended August 29, 2008*	10-K	February 19, 2015	
10.25	Instrument of Amendment No. 3 to the Amended and Revised Curtiss-Wright Corporation Executive Deferred Compensation Plan, as amended August 29, 2008*			X
10.26	Standard Change In Control Severance Protection Agreement, dated July 9, 2001, between the Registrant and Key Executives of the Registrant*	10-Q	November 15, 2001	

10.27	Trust Agreement, dated January 20, 1998, between the Registrant and PNC Bank, National Association	10-Q	May 13, 1998
10.28	Curtiss-Wright Corporation Employee Stock Purchase Plan*	14A	March 24, 2011
10.29	Note Purchase Agreement between the Registrant and certain Institutional Investors, dated December 1, 2005	8-K	December 5, 2005
10.30	Restrictive Legends on Notes subject to Note Purchase Agreement between the Registrant and certain Institutional Investors, dated December 1, 2005	8-K	December 5, 2005
10.31	Note Purchase Agreement between the Registrant and certain Institutional Investors, dated December 8, 2011	8-K	December 13, 2011
10.32	Restrictive Legends on Notes subject to Note Purchase Agreement between the Registrant and certain Institutional Investors, dated December 8, 2011	8-K	December 13, 2011
10.33	Note Purchase Agreement between the Registrant and certain Institutional Investors, dated February 26, 2013	8-K	February 27, 2013
10.34	Restrictive Legends on Notes subject to Note Purchase Agreement between the Registrant and certain Institutional Investors, dated February 26, 2013	8-K	February 27, 2013
10.35	Incentive Compensation Plan, as amended November 15, 2010 *	14A	March 24, 2011
10.36	Restricted Stock Unit Agreement, dated October 9, 2006, by and between the Registrant and David Adams *	8-K	October 16, 2006
10.37	Restricted Stock Unit Agreement, dated October 23, 2007, by and between the Registrant and David Adams *	8-K	October 25, 2007
10.38	Third Amended and Restated Credit Agreement dated as of August 9, 2012 among the Registrant, and Certain Subsidiaries as Borrowers; the Lenders parties thereto; Bank of America, N.A., as Administrative Agent; Swingline Lender, and L/C Issuer; J.P. Morgan Chase Bank, N.A., and Wells Fargo, N.A., as Syndication Agents; and RBS Citizens, N.A., as Documentation Agent	8-K	August 13, 2012
10.39	First Amendment dated July 28, 2014 to Third Amended and Restated Credit Agreement dated as of August 9, 2012 among the Registrant, and Certain Subsidiaries as Borrowers; the Lenders parties thereto; Bank of America, N.A., as Administrative Agent; Swingline Lender, and L/C Issuer; J.P. Morgan Chase Bank, N.A., and Wells Fargo, N.A., as Syndication Agents; and RBS Citizens, N.A., as Documentation Agent	10-K	February 19, 2015

10.40	Second Amendment dated December 12, 2014 to Third Amended and Restated Credit Agreement dated as of August 9, 2012 among the Registrant, and Certain Subsidiaries as Borrowers; the Lenders parties thereto; Bank of America, N.A., as Administrative Agent; Swingline Lender, and L/C Issuer; J.P. Morgan Chase Bank, N.A., and Wells Fargo, N.A., as Syndication Agents; and RBS Citizens, N.A., as Documentation Agent	10-K	February 19, 2015	
10.41	Third Amendment dated June 16, 2015 to Third Amended and Restated Credit Agreement dated as of August 9, 2012 among the Registrant, and Certain Subsidiaries as Borrowers; the Lenders parties thereto; Bank of America, N.A., as Administrative Agent; Swingline Lender, and L/C Issuer; J.P. Morgan Chase Bank, N.A., and Wells Fargo, N.A., as Syndication Agents; and RBS Citizens, N.A., as Documentation Agent	8-K	June 18, 2015	
21.00	Subsidiaries of the Registrant			X
23.00	Consent of Independent Registered Public Accounting Firm			X
31.10	Certification of David C. Adams, Chairman and CEO, Pursuant to Rule 13a - 14(a)			X
31.20	Certification of Glenn E. Tynan, Chief Financial Officer, Pursuant to Rule 13a - 14(a)			X
32.00	Certification of David C. Adams, Chairman and CEO and Glenn E. Tynan, Chief Financial Officer, Pursuant to 18 U.S.C. Section 1350			X

* Indicates contract or compensatory plan or arrangement

101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

CURTISS-WRIGHT CORPORATION and SUBSIDIARIES
SCHEDULE II – VALUATION and QUALIFYING ACCOUNTS
for the years ended December 31, 2015 , 2014 , and 2013
(In thousands)

Description	Balance at Beginning of Period	Additions		Deductions	Balance at End of Period
		Charged to Costs and Expenses	Charged to Other Accounts		
Deducted from assets to which they apply:					
December 31, 2015					
Tax valuation allowance	23,478	2,605	(299) ⁽¹⁾	7,889 ⁽²⁾	17,895
Total	<u>\$ 23,478</u>	<u>\$ 2,605</u>	<u>\$ (299)</u>	<u>\$ 7,889</u>	<u>\$ 17,895</u>
December 31, 2014					
Tax valuation allowance	6,321	18,535	(263) ⁽¹⁾	1,115	23,478
Total	<u>\$ 6,321</u>	<u>\$ 18,535</u>	<u>\$ (263)</u>	<u>\$ 1,115</u>	<u>\$ 23,478</u>
December 31, 2013					
Tax valuation allowance	8,531	(1,896)	(314) ⁽¹⁾	—	6,321
Total	<u>\$ 8,531</u>	<u>\$ (1,896)</u>	<u>\$ (314)</u>	<u>\$ —</u>	<u>\$ 6,321</u>

⁽¹⁾ Primarily foreign currency translation adjustments.

⁽²⁾ Capital loss on sale of upstream oil and gas business.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

CURTISS-WRIGHT CORPORATION
(Registrant)

Date: February 25, 2016 By: /s/ David C. Adams
David C. Adams
Chairman and Chief Executive Officer

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

Date: February 25, 2016 By: /s/ Glenn E. Tynan
Glenn E. Tynan
Vice President of Finance and Chief Financial Officer

Date: February 25, 2016 By: /s/ K. Christopher Farkas
K. Christopher Farkas
Vice President and Corporate Controller

Date: February 25, 2016 By: /s/ David C. Adams
David C. Adams
Director

Date: February 25, 2016 By: /s/ Dean M. Flatt
Dean M. Flatt
Director

Date: February 25, 2016 By: /s/ S. Marce Fuller
S. Marce Fuller
Director

Date: February 25, 2016 By: /s/ Allen A. Kozinski
Allen A. Kozinski
Director

Date: February 25, 2016 By: /s/ John R. Myers
John R. Myers
Director

Date: February 25, 2016 By: /s/ John B. Nathman
John B. Nathman
Director

Date: February 25, 2016 By: /s/ Robert J. Rivet
Robert J. Rivet
Director

Date: February 25, 2016 By: /s/ William W. Sihler
William W. Sihler
Director

Date: February 25, 2016 By: /s/ Albert E. Smith
Albert E. Smith
Director

CURTISS-WRIGHT CORPORATION

RETIREMENT BENEFITS RESTORATION PLAN

As Amended and Restated Effective January 1, 2009

FOURTH INSTRUMENT OF AMENDMENT

Recitals:

1. Curtiss-Wright Corporation (the "Company") has heretofore adopted the Curtiss-Wright Corporation Retirement Benefits Restoration Plan (the "Restoration Plan") and has caused the Restoration Plan to be amended and restated with respect to compensation earned after December 31, 2004, including amendments reflected in the restatement of the Restoration Plan effective January 1, 2009.
2. Subsequent to the most recent amendment and restatement, the Company has decided to amend the Restoration Plan, effective January 1, 2015, to provide for the recoupment of overpayments made in error.
3. Article VIII(a) of the Restoration Plan permits the Board of Directors of the Company (the "Board") to amend the Restoration Plan at any time and from time to time.
4. Pursuant to Article II of the Restoration Plan, the Board has previously delegated to the Committee the authority to adopt certain Restoration Plan amendments on behalf of the Company.

Amendment to the Restoration Plan:

Article IX is amended by adding a new Paragraph (j), to read as follows:

- (j) Plan Applicable Only to Payment of Benefits

The Plan will be used and applied only in accordance with its provisions to provide the benefits hereof. A Participant or any other person entitled to benefits under the Plan shall have no right to any benefit, payment or other amount (including any additional amount or increase on account of a delay in distribution(s) or any other reason) from the Plan except as expressly provided by the Plan. A Participant or any other person receiving any amount to which he was not entitled under the terms of the Plan shall be liable to the Plan for such amount and shall pay such amount to the Plan immediately upon becoming aware that he was not entitled to such amount.

Except to the extent amended by this Instrument of Amendment, the Restoration Plan shall remain in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed on this ____ day of _____, 2015.

**Curtiss-Wright Corporation
Administrative Committee**

By:

Date:

**CURTISS-WRIGHT CORPORATION
RETIREMENT PLAN**

**AMENDED AND RESTATED,
effective as of JANUARY 1, 2015,
except as otherwise specified**

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CURTISS-WRIGHT CORPORATION RETIREMENT PLAN
AS AMENDED AND RESTATED EFFECTIVE JANUARY 1, 2015,
except as otherwise specified

PREAMBLE

The Curtiss-Wright Contributory Retirement Plan (the "Prior Plan"), a defined benefit pension plan, was established effective May 1, 1953 for eligible non-union Employees of the Curtiss-Wright Corporation (the "Company"). The benefits under the Prior Plan were also available to the Company's union employees whose collective bargaining units negotiated for these benefits.

Effective December 31, 1991, the Curtiss-Wright Pension Plan was merged into the Prior Plan. The Prior Plan was in full force and operation through August 31, 1994.

Effective September 1, 1994, the Prior Plan was renamed the Curtiss-Wright Corporation Retirement Plan (the "Plan") and was amended and restated in its entirety (the "September 1, 1994 Restatement"). Also effective September 1, 1994, the Metal Improvement Company, Inc. Retirement Income Plan and the Curtiss-Wright Flight Systems/Shelby, Inc. Contributory Retirement Plan were merged into the Plan. The September 1, 1994 Restatement included special effective dates for certain provisions thereof, in accordance with the requirements of the Tax Reform Act of 1986, the Omnibus Budget Reconciliation Act of 1986, the Omnibus Budget Reconciliation Act of 1987, the Technical and Miscellaneous Revenue Act of 1988, the Omnibus Budget Reconciliation Act of 1989, the Unemployment Compensation Amendments of 1992, the Omnibus Budget Reconciliation Act of 1993 and regulations and rulings thereunder. Subsequent to the September 1, 1994 Restatement, the Plan was amended from time to time.

Effective January 1, 2001, the Plan was amended and restated in its entirety (the "January 1, 2001 Restatement"), and included special effective dates for certain provisions thereof, in accordance with the requirements of the Uruguay Round Agreements Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1997, the Internal Revenue Service Restructuring and Reform Act of 1998, the Community Renewal Tax Relief Act of 2000, or the Economic Growth and Tax Relief Reconciliation Act of 2001 and regulations and rulings thereunder. Subsequent to the January 1, 2001 Restatement, the Plan has been amended from time to time.

Effective January 1, 2007 the Curtiss Wright Electro-Mechanical Division Pension Plan was merged into the Plan, and is now designated as the EMD Component of the Plan.

The Plan was most recently amended and restated in its entirety as of January 1, 2010 ("the January 1, 2010 Restatement"), which restatement also reflected provisions that became effective on dates later than the initial effective date thereof. Subsequent to the January 1, 2010 Restatement, the Plan has been amended to maintain compliance with applicable law and regulations and for other purposes. This Amendment and Restatement of the Plan as of January 1, 2015 incorporates amendments heretofore made to the Plan and makes additional amendments to the Plan. The amendments hereby made to the January 1, 2010 Restatement, as heretofore amended, are effective as of January 1, 2015, except as otherwise specified herein, provided,

however, that the effective date of any provision or provisions of the Plan shall, to the extent required by specific provisions of the Plan, be any such earlier or other effective date required by the Plan.

Until the applicable effective dates of the provisions of the Plan as hereby amended and restated, the January 1, 2010 Restatement shall continue in full force and effect and its provisions shall be amended and restated as of the applicable effective dates described herein, without any termination or gap or lapse in time or effect.

The amount of benefits, forms of benefit, benefits payable upon a Participant's death, and commencement of benefits for Participants who are non-union employees are set forth in Articles 4, 5, 6, 7, and 8. The amount of benefits, benefits payable upon death, and commencement of benefits for Participants who are union employees are set forth in Article 9.

Effective as of December 31, 2014, the Plan is merged with and into the Williams Controls, Inc. Retirement Income Plan, which will immediately thereafter be renamed the Curtiss-Wright Corporation Retirement Plan (the "Merged Plan"). Subsequent to such merger, the rights and benefits of any Employee or Participant previously governed by the terms of this Plan represented by the provisions of this document shall continue to be governed by the terms of this document, which shall comprise a component part of the plan formerly known as the Williams Controls, Inc. Retirement Income Plan. The rights and benefits of other participants in the Merged Plan shall be governed by one of three separate instruments, which comprise other component parts of the plan formerly known as the Williams Controls, Inc. Retirement Income Plan. Each of such instruments and the Plan represented by the provisions of this document together constitute the Merged Plan document.

ARTICLE 1: DEFINITIONS

Wherever used herein, the following terms shall have the following meanings unless the context otherwise requires:

- 1.01 "Actuarial Equivalent"** means the value determined on the basis of applicable factors set forth below, or as otherwise specifically set forth in the Plan.
- (a) All lump sums other than those attributable to the Cash Balance Account that are paid to participants after age fifty-five (55), regardless of whether the participant terminated prior to age fifty-five (55), will use an immediate annuity factor times the early retirement factor at that age. All lump sums other than those attributable to the Cash Balance Account paid before age fifty-five (55) will use a deferred annuity factor deferred to age sixty-five (65). For calculating the Cash Balance Account, the Escalating Annuity Benefit is adjusted to payment age as described in Articles 4.07(b) and (c), multiplied by the complete expectation of life of the Participant, at the date of determination, based on the IRS Mortality Table.
 - (b) For a non-escalating annuity that commences prior to Early Retirement Date, the 1983 GAM table for Males and Females with an eighty percent (80%) weighting on the male table's q and a twenty percent (20%) weighting on the female table's q . The interest rate is six percent (6%). The early retirement reduction factor will be based on benefit payments that would have commenced at age sixty-five (65), reduced without subsidy to an age below fifty-five (55).
-

- (c) For calculating Joint & Survivor reduction factors which are applied to a Life Annuity benefit, the applicable mortality table and interest rate shall be the mortality table derived by using a fixed blend of fifty percent (50%) of the male mortality rates and fifty percent (50%) of the female mortality rates from the 1983 Group Annuity Mortality Table with ages set forward two (2) years for participants and ages set back one (1) year for beneficiaries and an interest rate of seven percent (7%).
- (d) For calculating lump sum factors for benefits other than escalating benefits, converting the Cash Balance Account into an immediate level annuity, deriving the employee annuity associated with employee contributions with interest at a specified date, the applicable mortality table and interest rate shall be the IRS Mortality Table and the IRS Interest Rate.
- (e) All lump sums that are paid to participants will use an immediate annuity factor times the early retirement factor at that age. The early retirement factor for benefits commencing prior to age 55 for the non-escalating annuity benefit is actuarially reduced from age 65 using the IRS Interest Rate and the IRS Mortality Table. For the escalating annuity benefit, early retirement factors for all ages are actuarially reduced, as described in Article 4.07(b) and (c).
- (f) For converting an amount payable as an escalating annuity to a lump sum, the amount of the annuity shall be multiplied by the complete expectation of life of the Participant, at the date of determination, based on the IRS Mortality Table. For converting an amount payable as an escalating annuity to any other form of benefit, the amount shall first be converted to a lump sum as above, the lump sum shall be converted to an immediate single life annuity using whatever factors are then otherwise used in the Plan to convert annuities to lump sums, and the single life annuity will be converted to any other form of annuity using whatever factors are otherwise used in the Plan to convert single life annuities to other forms of annuities.
- (g) Notwithstanding the foregoing, in calculating the amount of a lump sum payment with an Annuity Starting Date on or after January 1, 2008, in no event shall the lump sum payment be less than the lump sum amount determined on the basis of the IRS Interest Rate and the IRS Mortality Table in accordance with the terms of the Plan as in effect on December 31, 2007.

1.02 "Administrative Committee" shall mean the person(s) appointed by the Company to act on behalf of the Company as the sponsor and "named fiduciary" (within the meaning of Section 402(a)(2) of ERISA), as appropriate, with respect to Plan administrative matters. When performing any activity or exercising any authority under the provisions of the Plan, the Administrative Committee shall be deemed to act solely on behalf of the Company, and not in an individual capacity.

1.03 "Affiliated Company" means any company not participating in the Plan which is a member of a controlled group of corporations, as defined in Section 414(b) of the Code, which also includes as a member the Company; any trade or business under common control, as defined in Section 414(c) of the Code, with the Company; any organization, whether or not incorporated, which is a member of an affiliated service group, as defined in Section 414

(m) of the Code, which includes the Company; and any other entity required to be aggregated with the Company pursuant to regulations under Section 414(o) of the Code. Notwithstanding the foregoing sentence, for purposes of Article 6.10 and Article 1.25, the definitions in Sections 414(b) and (c) of the Code shall be modified as provided in Section 415(h) of the Code.

1.04 "Age" means the age attained by a Participant, expressed in years and months.

1.05 "Annuity Starting Date" means the first day of the period for which an amount is payable as an annuity or, if a benefit is not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to such benefit. The Annuity Starting Date for a Participant receiving payments under the provisions of Article 9.02(c) shall be his Normal Retirement Date.

1.06 "Average Compensation" means the average of a Participant's Compensation over the sixty (60) consecutive months within the last one hundred twenty (120) months which produces the highest average. If the Participant has less than sixty (60) months of Service, Compensation is averaged over the Participant's months of Service from the date of his employment to his date of termination of employment. Average Compensation shall be determined in accordance with such uniform rules uniformly applicable to all employees similarly situated as shall be prescribed by the Administrative Committee.

With respect to any Participant who is rehired by the Company after January 31, 2010, the Average Compensation of such Participant for purposes of calculating his or her Normal Retirement Benefit in accordance with Article 6.01 shall be frozen as of his or her previous termination of employment date. Notwithstanding the preceding sentence, a rehired Participant's Compensation earned after rehire after January 31, 2010 will be taken into considerations when calculated his or her pay based credits in accordance with Article 4.02.

Notwithstanding the foregoing provisions of this Article 1.06, for purposes of Article 6.01(b) a Participant's Average Compensation shall not include any amount paid on or after January 1, 2029.

1.07 "Beneficiary" means the individual or entity designated as such by a Participant pursuant to the Plan or otherwise entitled to receive any payment pursuant to the Plan upon the death of the Participant. If with respect to any payment no individual or entity has been designated by a Participant, or no designated Beneficiary survives the Participant, the Participant's Beneficiary shall be (a) the Participant's surviving Spouse, if living at the time of such payment; or in default thereof (b) the Participant's estate.

1.08 "Board of Directors" means the Board of Directors of the Company.

1.09 "Casual Employee" means an Employee who, under the Company's generally applicable payroll and human resources practices,

(a) is hired for an assignment of a limited nature and duration, which shall not exceed 90 days; and

(b) is classified as being in inactive status upon the completion of an assignment, subject to recall for another assignment of limited nature and duration.

- 1.10 "Code"** means the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any subsequently enacted Federal tax laws.
- 1.11 "Company"** means Curtiss-Wright Corporation, including any affiliate or subsidiary of the Company which shall adopt this Plan for its employees, with the approval of the Company, and any other corporation, partnership, business association or proprietorship which shall have assumed in writing the obligations of the Plan and Trust, with the approval of the Company, including any successor as a result of a statutory merger, purchase of assets or any other form of reorganization of the business of the Company.
- 1.12 "Compensation"** means, except as defined in Article 6.12(b), all of each Participant's regular or base salary or wages, including overtime pay, commissions and payments under the Company's incentive compensation plans or bonus plans; provided, however, that, effective January 1, 2016, only 70% of the annual award under the Company's Long-Term Incentive Compensation Plan shall be so included.

Compensation shall include only that Compensation which is actually paid to the Participant during the applicable period, provided, however, payments under the Company's cash based incentive compensation plans and for accrued vacation pay shall be taken into account in the periods to which such payments relate and payments under the Company's bonus plans for Participants who have terminated Service prior to receipt of such payments shall be taken into account only in the last calendar month of the period to which such payments relate provided that the Participant does not terminate Service prior to the last business day of such calendar month. Except as provided elsewhere in this Plan, the applicable period shall be the Plan Year. Effective January 1, 2009, Compensation shall also include "differential wage payments" pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008.

Compensation shall also include any amount which is contributed by the Company pursuant to a salary reduction agreement and which is not includable in the gross income of the Employee under a "qualified cash or deferred arrangement," as defined in Section 401(k) of the Code, or under a "cafeteria plan," as defined in Section 125 of the Code, or under a qualified transportation fringe as defined in Section 132(f) of the Code. Compensation shall also include any amount that would have been payable to the Employee but for a deferral election made by the Employee under the Curtiss-Wright Corporation Executive Deferred Compensation Plan, which amount shall be deemed to have been paid at the time at which it would have been paid in the absence of such election, provided, however, that no amount shall be included in an Employee's Compensation pursuant to this sentence if the inclusion of such amount would cause the Plan to fail to comply with any nondiscrimination provision of the Code.

For Plan Years beginning on or after January 1, 2002, the annual compensation of each Participant taken into account under the Plan shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17) (B) of the Code. In determining benefit accruals in Plan Years beginning on or after January 1, 2002, the annual compensation limit described in this paragraph shall be taken into account, for determination periods beginning before January 1, 2002.

For Plan Years beginning on or after January 1, 1994 and prior to January 1, 2002, the annual Compensation of each Employee taken into account under the Plan shall not exceed the OBRA '93 annual compensation limit. The OBRA '93 annual compensation limit is \$150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding twelve (12) months, over which compensation is determined (determination period) beginning in such calendar year.

For Plan Years beginning on or after January 1, 1994 and prior to January 1, 2002, (i) any reference in this Plan to the limitation under Section 401(a)(17) of the Code shall mean the OBRA '93 annual compensation limit set forth in this provision; and (ii) if Compensation for any Plan Year beginning before January 1, 1994 is taken into account in determining an Employee's contributions or benefits for the current year, the compensation for such prior year is subject to the applicable annual compensation limit in effect for that prior year.

Effective on and after January 1, 1989 and before January 1, 1994, Compensation taken into account for any purpose under the Plan, including the determination of Average Compensation, shall not exceed \$200,000 per year. As of January 1 of each calendar year on and after January 1, 1990 and before January 1, 1994, the applicable limitation as determined by the Commissioner of Internal Revenue for that calendar year shall become effective as the limitation on Compensation to be taken into account under the Plan for such calendar year and all prior calendar years, in lieu of the \$200,000 limitation set forth above, or as previously adjusted.

Special Provisions applicable under Prior Plan:

- (a) Notwithstanding any provision in this Plan to the contrary, however, subject to any limitations imposed under Section 401(a)(17) of the Code, effective for periods prior to September 1, 1994, Compensation shall mean:
 - (i) for each calendar month prior to July 1, 1970, 1/12th of his basic salary (on an annual basis) in effect at the beginning of each Plan Year; and
 - (ii) for each calendar month after June 30, 1970, 1/12th of the sum of his basic salary (on an annual basis) in effect at the beginning of each Plan Year, plus any cash payments he received in the prior Plan Year under the Company's Modified Incentive Compensation Plan;

and shall remain constant throughout each particular Plan Year (except for the effect on the last half of the 1970 Plan Year of cash payments received in 1969 under the Company's Modified Incentive Compensation Plan) regardless of increases or decreases in actual salary. In the case of an Employee not eligible to participate under the Plan at the beginning of a Plan Year, his Compensation for the remaining months of that Plan Year shall be 1/12th of his basic salary (on an annual basis) in effect on his eligibility date.

- (b) For purposes only of subparagraphs 3(c)(i)(B) of Article III of the Prior Plan, Compensation means:
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- (i) prior to July 1, 1970, the basic salary or basic wages actually paid to the Employee in the particular Plan Year;
- (ii) after June 30, 1970, the basic salary or basic wages plus cash payments under the Company's Modified Incentive Compensation Plan actually paid to the Employee in the particular Plan Year; and
- (iii) after July 1, 1982, basic salary, basic wages or compensation received under either the Company's Modified Incentive Compensation Plan or the Metal Improvement Company bonus plan shall not be considered under this Plan as reduced on account of any deferral or contribution which is made pursuant to the Curtiss-Wright Corporation Deferred Compensation Plan (a tax qualified defined contribution plan, subsequently renamed the Curtiss-Wright Corporation Savings and Investment Plan, herein, "the Savings Plan"). Basic salary, basic wages or Compensation received under either the Company's Modified Incentive Compensation Plan or the Metal Improvement Company bonus plan shall be calculated as if no deferral or contributions were made to the Savings Plan.

"Basic salary or basic wages" of an Employee means his basic salary or basic wages only, and shall in no case include any amounts paid to him as overtime, bonuses, deferred compensation or additional compensation of any sort.

1.13 "Covered Compensation" means, for any Participant, the average of the taxable wage bases in effect under Section 230 of the Social Security Act for each year in the 35-year period ending with the year in which the Participant attains his Social Security Retirement Age. No increase in Covered Compensation shall decrease a Participant's Accrued Benefit under the Plan. In determining a Participant's Covered Compensation for any Plan Year, the taxable wage base for the current Plan Year and any subsequent Plan Year shall be assumed to be the same as the taxable wage base in effect as of the beginning of the Plan Year for which the determination is made. The Covered Compensation of a Participant for any Plan Year beginning after December 31, 2028 shall be determined in accordance with the tables published in the Revenue Ruling issued by the Internal Revenue Service that provides such tables for the 2028 Plan Year.

1.14 "Credited Service" means completed years and calendar months of employment and shall include the following:

- (a) All periods of employment of an Employee with the Company, and periods of employment with an Affiliated Company while such Affiliated Company is a participating employer in the Plan.
 - (b) A period of Leave of Absence recognized under Article 2.03.
 - (c) For periods on or after May 1, 1966 and before December 31, 1991, Credited Service of an Employee eligible to participate in this Plan shall include Service which would be creditable under the Curtiss-Wright Pension Plan for any periods of his employment not included as Credited Service under paragraphs (a) and (b) above.
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- (d) For a continuous period up to two years while an Employee is in receipt of Disability Payments as provided in Article 2.03(b).

Notwithstanding any provision in this Plan to the contrary, for purposes of determining Credited Service, an Employee shall be credited with a calendar month of Service for a month in which such Participant completes one (1) Hour of Service. This provision shall apply only in the month of hire and the month of separation of Service.

Special Provisions applicable under Prior Plan

For purposes of determining Credited Service for the Prior Plan, the following provisions shall apply:

- (i) Only Employees who were participants under the terms of the Prior Plan shall be entitled to Credited Service.
- (ii) Credited Service shall mean completed years and calendar months of employment, including periods of employment with the Company or an Affiliated Company following his most recent date of hire preceding December 31, 1991.

Special Provisions applicable to Employees of Acquired Entities

The Credited Service of Employees who were formerly employed by entities that were acquired by the Company shall be subject to the special rules set forth in Schedule J.

1.15 "Disability Payments " means payments received under the Company's long-term or short-term disability plans, payments received under the workers' compensation law (excluding statutory payments for loss of any physical or bodily member such as a leg, arm or finger), or solely with respect to an Employee who is not covered by the Company's long-term disability plan, payments of a Social Security disability pension received on account of a disability incurred while an Employee.

1.16 "Early Retirement Date" means the date on which a Participant has attained at least age fifty-five (55) and completed at least five (5) Years of Credited Service, or three (3) Years of Credited Service, effective January 1, 2008.

A Participant who terminates employment after satisfying the service requirement for Early Retirement and who thereafter reaches the age requirement contained herein shall be entitled to receive his benefits pursuant to Article 6.03 of the Plan.

1.17 "Effective Date" The original effective date of the Prior Plan was May 1, 1953 . The effective date of this amendment and restatement of the Plan is January 1, 2010, except as otherwise provided herein, or as required by applicable law.

1.18 "Employee" means any person employed by the Company who receives compensation other than a pension, severance pay, retainer, or fee under contract but excluding:

- (a) Any Leased Employee; and
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- (b) Any person deemed to be an independent contractor by the Company and paid by the Company in accordance with its practices for the payment of independent contractors, including the provision of tax reporting on Internal Revenue Service Form 1099, notwithstanding any subsequent reclassification of such person for any purpose under the Code, whether agreed to by the Company or adjudicated under applicable law.

The term "employee," as used in the Plan, means any individual who is employed by the Company or an Affiliated Company as a common law employee of the Company or an Affiliated Company, regardless of whether the individual is an "Employee," and any Leased Employee.

- 1.19 "ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the corresponding provisions of any subsequently enacted pension laws.
- 1.20 "Fiduciary"** means any person that exercises any discretionary authority or discretionary control respecting the management or disposition of Plan assets or renders any investment advice for a fee or other compensation or exercises any discretionary authority or responsibility for the administration of the Plan.
- 1.21 "Highly Compensated Employee"** means, for a Plan Year, any employee of the Company or an Affiliated Company (whether or not eligible for membership in the Plan) who:
- (a) was a 5 percent owner of the Company (as defined in Section 416(i) of the Code) for such Plan Year or the prior Plan Year, or
 - (b) for the preceding Plan Year received remuneration (as defined in Article 6.10(b)) in excess of \$80,000, and, pursuant to the Company's top-paid group election, was among the highest 20 percent of employees of the Company for the preceding Plan Year when ranked by remuneration paid for that year and excluding, for the purpose of such determination, employees described in Section 414(q)(5) of the Code. The \$80,000 dollar amount in the preceding sentence shall be adjusted from time to time for cost of living in accordance with Section 414(q) of the Code.

Notwithstanding the foregoing, employees who are nonresident aliens and who receive no earned income from the Company or an Affiliated Company which constitutes income from sources within the United States shall be disregarded for all purposes of this Article 1.21.

The Company's top-paid group election, shall be used consistently in determining Highly Compensated Employees for determination years of all employee benefit plans of the Company and Affiliated Companies for which Section 414(q) of the Code applies (other than a multiemployer plan) that begin with or within the same calendar year, until such election is changed by Plan amendment in accordance with IRS requirements.

The provisions of this Article 1.21 shall be further subject to such additional requirements as shall be described in Section 414(q) of the Code and its applicable regulations, which shall override any aspects of this Article 1.21 inconsistent therewith.

"Highly Compensated Former Employee" means for a Plan Year any former employee of the Company or an Affiliated Company who had terminated employment prior to the Plan Year and who was a Highly Compensated Employee for either the year of termination or any Plan Year ending on or after the employee's 55th birthday.

1.22 "Hour of Service" means:

- (a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Company. These hours will be credited to the Employee for the computation period in which the duties are performed; and
- (b) Each hour for which an Employee is paid, or entitled to payment, by the Company on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or Leave of Absence. No more than five hundred one (501) Hours of Service will be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period); and
- (c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Company. The same Hours of Service will not be credited both under paragraph (a) or paragraph (b), as the case may be, and under this paragraph (c). These hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

Hours of Service will also be credited for any individual considered an Employee for purposes of this Plan under Section 414(n) or (o) of the Code and the regulations thereunder.

Notwithstanding any provision in this Plan to the contrary, Hours of Service shall not be credited for severance pay.

The Hours of Service credited shall be determined as required by Section 2530.200b-2(b) and (c) of the Labor Regulations.

To the extent that Schedule J provides for recognizing service with an acquired entity prior to an acquisition, hours of service with the acquired entity shall be credited as Hours of Service for purposes of this Section 1.22. Effective for acquisitions occurring on or after January 1, 2011, in the event that an Employee's actual hours of service prior to the acquisition date cannot be determined on the basis of records maintained by the acquired entity, the Employee's Hours of Service shall be determined by multiplying his scheduled work hours for the acquired entity times the number of full and partial pay periods completed during the relevant period.

1.23 "IRS Interest Rate" means, effective January 1, 2011, the annual rate of interest prescribed under Section 417(e)(3)(C) of the Code as determined for the fifth full calendar month preceding the applicable Stability Period, except as otherwise provided in paragraph (a) or (b) below.

- (a) For purposes of determining the amount of any lump sum payment with an Annuity Starting Date between January 1, 2011 and December 31, 2011, the IRS Interest Rate shall not be less than the annual rate of interest prescribed under Section 417(e)(3)(C) of the Code for December 2010.
- (b) For purposes of determining the annuity equivalent under Section 1.01(d) of either the Cash Balance Account or employee contributions plus interest for an Annuity Starting Date on or after January 1, 2011, the annuity benefit shall not be less than an amount calculated by converting the applicable lump sum amount as of December 31, 2010, plus interest credits (as determined pursuant to Section 4.03 or 6.06) up to the Annuity Starting Date, into an annuity by using the IRS Mortality Table and annual rate of interest prescribed under Section 417(e)(3)(C) of the Code for the first full calendar month preceding the applicable Stability Period.

1.24 "IRS Mortality Table" means, effective January 1, 2008, the mortality table prescribed in Section 417(e)(3)(B) of the Code (as in effect on and after the first day of the 2008 Plan Year). However, when determining the amount of a benefit with an Annuity Starting Date prior to January 1, 2008 and on or after December 31, 2002, the IRS Mortality Table means the mortality table prescribed by Revenue Ruling 2001-62.

1.25 "Leased Employee" means any person (other than a common law employee of the Company) who, pursuant to an agreement between the Company and any other person ("leasing organization"), has performed services for the Company or any related persons determined in accordance with Section 414(n)(6) of the Code on a substantially full-time basis for a period of at least one year and such services are performed under the primary direction of or control by the Company. In the case of any person who is a Leased Employee before or after a period of service as an Employee, the period during which he has performed services as a Leased Employee for the Company or Affiliated Company shall be counted solely for purposes of determining eligibility to participate in the Plan and vesting in the Plan to the extent such service would be recognized for other Employees; however, the Leased Employee shall not, by reason of that status, become a Participant in the Plan or accrue any benefit under the plan for the period during which he was a Leased Employee.

1.26 "Leave of Absence" means any leave of absence which may be granted by the Company in accordance with reasonable standards and policies uniformly observed and consistently applied and may include, by way of illustration and not limitation, leaves of absence granted because of illness of the Employee or of his family members, but shall specifically exclude any period during which the Employee is in receipt of Disability Payments.

1.27 "Life Annuity" means, for other than the Escalating Annuity Benefit, a benefit payable in equal monthly amounts for the life of the annuitant and ceasing with the payment made on the first day of the month in which the annuitant dies, or, for the Escalating Annuity Benefit, the benefit form described in the second paragraph of Article 4.01.

1.28 "Limitation Year" means the Plan Year.

1.29 "Maternity/Paternity Leave" means a temporary cessation from active employment with the Company or with any Affiliated Company, for any of the following reasons:

- (a) the pregnancy of the Employee;
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- (b) the birth of a child of the Employee;
- (c) the placement of a child with the Employee in connection with the adoption of such child by the Employee; or
- (d) the caring for such child for a period beginning immediately following such birth or placement; provided, however, that in order for an Employee's absence to qualify as a Maternity/Paternity Leave of Absence, the Employee must furnish the Administrative Committee in a timely manner, with such information and documentation as the Administrative Committee may reasonably request to establish that the absence from work is for reasons referred to above and the number of days for which there was such absence.

1.30 "Normal Retirement Age" means the later of:

- (a) the date a Participant attains age sixty-five (65); or
- (b) the fifth (5th) anniversary (the third (3rd) anniversary effective January 1, 2008) of the date as of which the Participant commenced employment.

A Participant shall become fully vested in his Normal Retirement Benefit upon attaining his Normal Retirement Age.

1.31 "Normal Retirement Date" means the first day of the month coinciding with or next following the Participant's Normal Retirement Age.

1.32 "Participant" means a person who meets the requirements of Article 2, 9 or 10 for participation in the Plan, including a former Participant.

1.33 "Plan" means the Curtiss-Wright Corporation Retirement Plan, as set forth herein and as it may be amended.

1.34 "Plan Year" means the calendar year:

1.35 "Prior Plan" means Curtiss-Wright Contributory Retirement Plan, established on May 1, 1953, and which was in full force and operation through August 31, 1994.

1.36 "Qualified Joint and Survivor Annuity" means an immediate annuity for the life of the Participant with a survivor annuity for the life of the Spouse, which is equal to one-half of the amount which is payable during the joint lives of the Participant and the Spouse, and which is the amount of benefit which can be purchased with the actuarial equivalent of the Participant's vested retirement benefit.

1.37 "Service" means all periods of employment with the Company. The period of employment begins when a Participant first completes one (1) Hour of Service and ends on the earlier of the date the Employee resigns, is discharged, retires, dies or, if the Employee is absent for any other reason, on the first anniversary of the first day of such absence (with or without pay) from the Company. If an Employee is absent for any reason and returns to the employ of the Company before incurring a One-Year Break in Service, he will receive credit for his

period of absence up to a maximum of twelve (12) months. Service subsequent to a One-Year Break in Service will be credited as a separate period of employment.

- 1.38 "Social Security Retirement Age"** means age 65 with respect to a Participant who was born before January 1, 1938; age 66 with respect to a Participant who was born after December 31, 1937 and before January 1, 1955; and age 67 with respect to a Participant who was born after December 31, 1954.
- 1.39 "Spouse"** means the individual to whom the Participant is lawfully married (whether of the same or opposite sex) in accordance with the laws of the jurisdiction in which the marriage ceremony was performed, and any former Spouse to the extent provided under a qualified domestic relations order as described in Section 414(p) of the Code ("QDRO"). Prior to June 26, 2013, an individual had to be the Participant's husband or wife as provided in the Defense of Marriage Act of 1996 to be treated as a Spouse under the Plan. On and after June 26, 2013, and on and before September 15, 2013, an individual of the same sex as the Participant was treated as a Spouse under the Plan only if the couple had entered into a relationship denominated as a legal marriage under the laws of the jurisdiction in which the Participant maintained his legal residence during such period. No individual, whether of the same or opposite sex, shall be a Participant's Spouse on account of the fact that such individual has entered into a domestic partnership, civil union or other formal or informal relationship with the Participant that is not denominated as a legal marriage under the laws of a jurisdiction, even if those laws provide similar rights, protections and benefits to persons in those relationships as they do to married persons. In all cases, the marriage must be recognized for purposes of the Code's provisions applicable to qualified plans pursuant to regulatory guidance issued thereunder. The Administrative Committee may require the Participant and/or Spouse to submit evidence to prove such legal relationship.
- 1.40 "Stability Period"** means the Plan Year in which occurs the Annuity Starting Date for the distribution.
- 1.41 "Temporary Employee"** means an Employee who, under the Company's generally applicable payroll and human resources practices,
- (a) is hired for a specific assignment of limited scope that will have a duration of at least 90 days; and
 - (b) is hired subject to the condition that he will be terminated upon completion of such specific assignment.
- 1.42 "Trust"** means the trust created by the Trust Agreement.
- 1.43 "Trust Agreement"** means the agreement entered into with a bank or trust company establishing the Trust under the Plan for the purpose of holding contributions under the Plan and for the payment of benefits under the Plan, as such agreement may be amended from time to time.
- 1.44 "Trust Fund"** means the assets of the Trust.
- 1.45 "Trustee"** means the person or persons acting as trustee or trustees hereunder at any time or from time to time. A Trustee shall be deemed to be a "named fiduciary" pursuant to Section 402(a)(1) of ERISA.
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1.46 "Vesting Year of Service" means any Plan Year during which the Employee is credited with at least one thousand (1,000) Hours of Service. Vesting Years of Service shall include all Years of Service determined as of August 31, 1994, for which such Employee received a Year of Service for vesting purposes under the terms of the Prior Plan, or under the terms of either the Metal Improvement Company Retirement Income Plan or the Curtiss-Wright Flight Systems/Shelby, Inc. Retirement Plan. If the Company maintains the Plan of a predecessor employer, Service with such employer will be treated as Service for the Company.

Special Provisions applicable to Employees of Acquired Entities

The Vesting Years of Service of Employees who were formerly employed by entities that were acquired by the Company shall be subject to the special provisions set forth in Schedule J.

In any case where an Employee's prior service with an acquired entity is included for purposes of determining his Vesting Years of Service, the Employee shall be credited with a Vesting Year of Service for each applicable calendar year (as defined below) in which he is credited with 1,000 or more Hours of Service with the acquired entity (as determined pursuant to Section 1.22). If any such Employee does not earn at least 1,000 Hours of Service in the acquisition year (as defined below) after the acquisition date, the Employee shall also be credited with Hours of Service with the acquired entity for purposes of determining whether the Employee has earned a Vesting Year of Service for the acquisition year. In no event shall an Employee be credited with more than one Vesting Year of Service for any calendar year.

For purposes of this Section 1.46, the "acquisition year" means the calendar year in which the acquisition of the acquired entity occurs, and an "applicable calendar year" means the acquisition year and each prior calendar year that includes or follows the Employee's most recent date of hire by the acquired entity.

1.47 "Year of Eligibility Service" means, with respect to any Employee, the 12-month period of employment with the Company or any Affiliated Company, whether or not as an Employee, beginning on the date he first completes an Hour of Service upon hire or rehire, or any Plan Year beginning after that date, in which he first completes at least 1,000 Hours of Service. In any case where an Employee's prior service with an acquired entity is included for purposes of determining whether he has completed a Year of Eligibility Service, the Employee shall be credited with Hours of Service with the acquired entity (as determined pursuant to Section 1.22).

1.48 "Year of Credited Service" means each year with the Company with respect to which benefits are treated as accruing on behalf of the Participant for such year pursuant to Article 1.14 of the Plan.

1.49 "Year of Service" means, unless otherwise indicated, twelve (12) consecutive months of Service.

ARTICLE 2: ELIGIBILITY

2.01 Eligibility for Participation.

- (a) Any nonrepresented Employee and any represented Employee whose union has negotiated a benefit under this Plan, not described in this paragraph (a), shall be eligible to participate in the Plan as of the date he completes his Year of Eligibility Service, provided that he then satisfies the following eligibility requirements:
 - (i) He shall be a salaried or hourly Employee; and
 - (ii) He shall either be employed by the Company in the United States, or, if he is in the employ of a participating subsidiary and/or constituent corporation now or hereafter organized under the laws of a country, or political subdivision thereof, foreign to the United States of America, he shall be a citizen of the United States of America. Notwithstanding the foregoing, an Employee shall not be eligible to participate in this Plan during any period when he participates in a retirement plan or program sponsored by the Company or an Affiliated Company mainly for the purpose of providing retirement benefits to individuals employed outside the United States of America.

Notwithstanding any provision hereof to the contrary, an Employee who is hired or rehired after January 31, 2010 (or any Employee acquired by the Company or an Affiliated Company after January 31, 2010) shall not be eligible to accrue benefits under Article 6 of the Plan. Such Employee shall be eligible to accrue benefits under Article 4 of the Plan, and any other benefits not specifically excluded in the preceding sentence.

Notwithstanding any provision hereof to the contrary, no Employee shall become eligible to accrue benefits under Article 4 of the Plan on or after January 1, 2014.

- (b) In addition to the above, any nonrepresented Employee and any represented Employee whose union had negotiated a benefit under this Plan, employed by the Company as of September 1, 1994, became a Participant under this Plan as of September 1, 1994.
 - (a) Special Provisions applicable to Employees of Acquired Entities: The eligibility of Employees who were formerly employed by entities that were acquired by the Company and Employees who are employed at facilities or operations that were acquired by the Company subsequent to the acquisition thereof, and the Vesting Years of Service of Employees who were formerly employed by entities that were acquired by the Company shall be subject to the special rules set forth in Schedule J.
 - (b) Notwithstanding any provision hereof to the contrary, an Employee who is classified as a Casual Employee or as a Temporary Employee shall not be eligible to become a Participant in the Plan even in the event that such Casual Employee or Temporary Employee shall work 1,000 hours for the Company.
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- (e) Notwithstanding any provision herein foregoing, effective February 1, 2010, any Employee who was (1) a Participant in the Plan; (2) accruing benefits under the provisions of Article 6; and (3) was on an approved Leave of Absence before February 1, 2010 shall continue to be eligible to accrue benefits under the provisions of Article 6 if he or she returns from an approved Leave of Absence after January 31, 2010 and satisfies either (i) or (ii) below:
- (i) if the Leave of Absence was as a result of military service, the Employee must return to the Company while his reemployment rights were protected by law.
 - (ii) if the Leave of Absence was not covered under (i) above, the Employee must return to the employ of the Company on or before the expiration of the Leave of Absence.

If the Employee does not satisfy either (i) or (ii) above, he or she will not be eligible to accrue benefits under Article 6 of the Plan. He or she shall be eligible to accrue benefits under Article 4 of the Plan and any other benefits not specifically excluded in the preceding sentence.

- (f) An Employee who has transferred from an eligible to an ineligible location under the provisions of Article 16(d)(i) will continue to accrue benefits under the provisions of Article 6, even if such Employee subsequently transfers to another location after January 31, 2010.
- (g) An Employee who has transferred from a represented position to a nonrepresented position under the provisions of Article 16(d)(iii) after January 31, 2010 shall not be eligible to accrue benefits in accordance with the provisions of Article 6 on or after the date of such transfer.
- (h) Notwithstanding paragraph (a), an Employee who transfers to a non-U.S. Affiliated Company shall be eligible to accrued benefits under Article 6 if:
 - (i) he is accruing benefits under Article 6 as of the transfer date: and
 - (ii) after January 31, 2010 and without any break in service, he transfers from the non-U.S. Affiliated Company to a position with the Company in which he is eligible to accrue benefits under the Plan.

Benefit accruals for any such Employee based on the period of employment after he again becomes an Employee shall be subject to the provisions of Article 16(e).

- (i) An Employee who has transferred from a nonrepresented position to a position represented by a union that has not negotiated a benefit under this Plan pursuant to the provisions of Article 16(d)(i)(A) after December 31, 2013 shall not be eligible to accrue benefits in accordance with the provisions of Article 6 on or after the date of such transfer.
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2.02 Break in Service.

There are no Breaks in Service under the terms of this Plan. All periods of employment shall be aggregated for the purpose of determining whether an Employee has satisfied the requirements of Section 2.01.

2.03 Treatment of Periods of Military Service, Disability and other Leaves of Absence.

- (a) Notwithstanding any provision hereof, a Participant's Service, as taken into account under the Plan for purposes of vesting and for purposes of determining eligibility for and the amount of his retirement benefits hereunder, in accordance with Articles 4, 6 and 9, shall include, to the extent required by law, any period of absence from service with the Company due to a period of service in the uniformed services of the United States which occurs after the date the Participant meets the eligibility requirements for membership in the Plan. If he shall have returned to the service of the Company after having applied to return while his reemployment rights were protected by law, the Participant shall be deemed to have earned Compensation during the period of absence at the rate he would have received had he remained employed as an Employee for that period or, if such rate is not reasonably certain, on the basis of the Participant's rate of compensation during the 12-month period immediately preceding such period of absence (or if shorter, the period of employment immediately preceding such period).
- (b) In the event a Participant incurs a disability while an Employee and becomes entitled to Disability Payments on account of such disability, the Participant shall continue to accrue benefits under the provisions of Articles 4 and 6 and shall continue to be credited with Vesting Years of Service for the period he is in receipt of the Disability Payments, up to a maximum continuous period of twenty-four months (including any applicable waiting period for such Disability Payments provided that after the expiration of such waiting period the Participant becomes entitled to Disability Payments). For purposes of computing the benefit accrued by a Participant under this paragraph (b), a Participant shall be deemed to have earned Compensation during the period he is accruing a benefit under this paragraph (b) at the rate of Compensation he was receiving immediately prior to the date he ceased active employment on account of the disability. A Participant who is entitled to Disability Payments and who is credited with at least five Vesting Years of Service (three Vesting Years of Service effective January 1, 2008) may elect at any time by written advance application to the Administrative Committee to cease further accruals under the provisions of this paragraph (b) and in lieu thereof to commence receipt of payments under the applicable provisions of the Plan.

A Participant who made the election in the preceding sentence after January 31, 2010 shall not be eligible to accrue benefits determined in accordance with Article 6 if he or she is rehired after January 31, 2010. A Participant, who is entitled to Disability Payments and is rehired after January 31, 2010 with the Company, before the end of the twenty-four month period described above, shall continue to be eligible to accrue benefits under the Provisions of Article 6. A Participant who is rehired after January 31, 2010, and after the end of the twenty-

four month period described above shall not be eligible to accrue benefits under Article 6 of the Plan on or after such rehire date. He or she shall be eligible to accrue benefits under Article 4 of the Plan and any other benefits not specifically excluded in the preceding sentence.

- (c) Notwithstanding any provision of the Plan to the contrary and except as otherwise provided in this paragraph, an Employee's period of Leave of Absence not otherwise included under paragraph (a) or (b) above shall be included for purposes of determining the Employee's Vesting Years of Service and Years of Eligibility Service and the amount of his retirement benefits hereunder in accordance with Articles 4, 6, and 9, provided that the Employee returns to the employ of the Company at or before the expiration of the Leave of Absence. If the Employee receives credit for service under the preceding sentence, the Employee shall be deemed to have earned Compensation during the Leave of Absence at the rate of pay he was receiving immediately prior to his Leave of Absence. Notwithstanding the foregoing, in the case of an Employee whose employment is not covered by a collective bargaining agreement, any period of leave beginning on or after January 1, 2011 that is classified by the Company as a personal leave of absence shall not be included for purposes of determining the amount of the Employee's retirement benefits, and the Employee shall not be deemed to have earned any Compensation for such period of leave.
- (d) Notwithstanding any provisions of the Plan to the contrary, an Employee who dies or incurs a disability on or after January 1, 2007 while performing qualified military service shall be treated as if he returned to the service of the Company on the day preceding his death or disability and terminated employment the following day.

ARTICLE 3: COMPANY CONTRIBUTIONS

3.01 Amount.

Effective September 1, 1994, no contribution shall be required of any Participant as a condition of his participation in the Plan. The Company shall contribute to the Plan, for each Plan Year at least the amount, if any, necessary to satisfy the minimum funding requirements of the Code for such Plan Year.

3.02 Payment.

Company contributions for any Plan Year shall be paid in cash to the Trustee no later than the date prescribed by Section 412 of the Code and the regulations thereunder for meeting the minimum funding requirements for such Plan Year.

3.03 Forfeitures.

Any forfeitures arising under the Plan shall be used to reduce the Company's contribution.

3.04 Return of Company Contributions.

A contribution made by the Company may be returned to the Company if:

- (a) the contribution is made by the reason of a mistake of fact, provided such contribution is returned within one year of the mistaken payment; or
- (b) the contribution is conditioned on its deductibility for Federal income tax purposes and such deduction is disallowed, provided such contribution is returned within one year of the disallowance of the deduction for Federal income tax purposes and provided further that each contribution shall be deemed to be conditioned on its deductibility, unless otherwise stated in writing by the Company); or
- (c) the contribution is made prior to the receipt of a determination letter from the Internal Revenue Service as to the initial qualification of the Plan under Section 401(a) of the Code and no favorable determination letter is received; provided that any contribution made incident to that initial qualification must be returned to the Company within one year after the initial qualification is denied, but only if the application for qualification is made by the time prescribed by law for filing the Company's return for the taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe.

The amount of any contribution which may be returned shall be reduced to reflect its proportionate share of any net investment loss in the Trust Fund. In the event paragraph (c) applies, the returned contribution may include any net investment earnings or gains in the Trust Fund.

ARTICLE 4: CASH BALANCE ACCOUNT

4.01 Escalating Annuity Benefit and Cash Balance Account.

Effective September 1, 1994, an Escalating Annuity Benefit shall be established and maintained for each Participant to which credits shall be made pursuant to the provisions of this Article 4. The amount of Escalating Annuity Benefit credited to any Participant shall be in addition to any other benefits credited under this Plan. The lump sum value of a Participant's Escalating Annuity Benefit, determined in accordance with Article 1.01, shall be referred to as his Cash Balance Account.

The normal form of retirement benefit for the Escalating Annuity Benefit is a life annuity payable monthly, commencing at Normal Retirement Date, under which the monthly benefit is automatically increased at the beginning of each calendar year after benefit commencement. The percentage of increase, or escalator, applicable to a calendar year is (i) for increases prior to 1997, the applicable rate from Article 4.03(a), and (ii) for increases after 1996, the 30-year Treasury Bond rate for December of the prior year.

4.02 Pay Based Credits.

For each Plan Year beginning on or before January 1, 2013 during which an Escalating Annuity Benefit is in effect, there shall be credited to the Cash Balance Account of each Participant three percent (3%) of the Participant's Compensation earned during that Plan Year, such amount being credited as of the first day of the Plan Year. In no event shall any amount be credited to the Cash Balance Account of a Participant for any Plan Year beginning on or after January 1, 2014.

4.03 Cost of Living Adjustment.

For each Participant who has not commenced to receive his Escalating Annuity Benefit, such benefit shall be increased in the manner described in paragraph (b) below by a Cost of Living Adjustment determined in accordance with paragraph (a) below, except that for active Participants beyond Normal Retirement Age, (a) and (b) below will not apply and (c) below will apply:

- (a) The Cost of Living Adjustments shall be as follows:
 - (i) 6.880% for calendar year 1994; however, for the period from September 1, 1994 to December 31, 1994, the equivalent rate of 2.24266% is credited.
 - (ii) 8.688% for calendar year 1995.
 - (iii) 6.230% for calendar year 1996.
 - (iv) 6.550% for calendar year 1997.
 - (v) for years subsequent to 1997, the 30-year Treasury Bond rate for December of the prior year.

- (b) The Participant's Escalating Annuity Benefit shall be increased at the end of each Plan Year described in (a) above by an amount equal to the Cost of Living Adjustment for such year multiplied by the Participant's Escalating Annuity Benefit on the first day of such year inclusive of the Pay Based Credits allocated to such year under 4.02 above.

The amount of a Participant's Escalating Annuity Benefit at any date shall be the amount of the Benefit on the first day of the month containing such date. The value of a Participant's Escalating Annuity Benefit on the first day of a month shall be determined by increasing the value of the Benefit as of the first day of the Plan Year containing such month by any Pay Based Credits earned in such year and then by multiplying the sum by a Cost of Living Factor based on (a) above and the number of months from the beginning of the year to the first day of the month of determination.

- (c) Participants who remain active employees beyond Normal Retirement Age will not receive Cost of Living Adjustments in accordance with (a) and (b) above, but will instead have their Escalating Annuity Benefits increased at the end of each Plan Year by the 30-year Treasury Bond rate for December of the prior year. If the amount of an Escalating Annuity Benefit is to be determined as of a date other than the beginning or end of a Plan Year, the rules of the second paragraph of (b) above shall be applied but using the 30-year Treasury Bond rate for December of the prior year in lieu of the rates set forth in (a) above. Such increase will be in addition to any Pay Based Credits earned under Article 4.02 above.

4.04 Vesting.

The interest of a Participant in his Escalating Annuity Benefit shall be vested in accordance with Article 5 of this Plan.

4.05 Distribution of Escalating Annuity Benefit and Cash Balance Account.

- (a) A Participant shall be entitled to commence distribution of his Escalating Annuity Benefit upon (i) retirement on his Normal Retirement Date or Early Retirement Date, as the case may be, or (ii) the date he separates from Service with the Company with a vested benefit.
- (b) A Participant's Escalating Annuity Benefit shall be distributable pursuant to a form of payment permissible under Article 7 as elected by the Participant.

4.06 Death Benefit.

- (a) If a Participant who has an Escalating Annuity Benefit dies before commencement of the payment of such Benefit, the Participant's Beneficiary shall receive an annuity that is the Actuarial Equivalent of the Escalating Annuity Benefit, payable for the life of the Beneficiary. Payment of the annuity shall commence on what would have been the Participant's Normal Retirement Date (or the first day of the month following his date of death, if later), unless the Beneficiary elects earlier commencement.
- (b) In lieu of the annuity described in Article 4.06(a), a Beneficiary may elect to receive the Participant's Cash Balance Account in a single sum. Payment shall be made at such time as the Beneficiary elects. In the event the Beneficiary is the Participant's estate, the death benefit shall automatically be paid to the estate in one lump sum.
- (c) Subject to the spousal consent requirements of Article 8.01 of the Plan, the Participant may, by written designation filed with the Administrative Committee, designate one Beneficiary to receive payment under this Article 4 and may rescind or change any such designation. In the event that a Participant has designated more than one Beneficiary to receive payment under this Article 4 and no election described in Article 4.06(b) has been made, payment of the Participant's Cash Balance Account shall be made in a lump sum to the Beneficiaries in the proportion that the annuity described in Article 4.06(a) would have been paid to such Beneficiaries.
- (d) In the absence of spousal consent under Article 8.01, the Actuarial Equivalent of any vested Escalating Annuity Benefit shall be paid to the surviving Spouse as a single life annuity over the Spouse's life. In no event shall the amount of the annuity payable to the surviving Spouse be less than the amount that would be payable under Article 8.01.

4.07 Amount of Escalating Annuity Benefits.

- (a) A Participant's accrued benefit under this Article 4 as of any date is his Escalating Annuity Benefit as of such date.
 - (b) If the Participant's benefit commences prior to Normal Retirement Date, the amount of Escalating Annuity commencing at any earlier benefit commencement date shall be the amount of his accrued Escalating Annuity Benefit multiplied by an early retirement factor. For the purpose of this Article 4.07 the early retirement factor shall be the ratio of 18.75 to the complete expectation of life at the Participant's age at
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benefit commencement, such expectation being calculated using the IRS Mortality Table.

- (c) If the Participant's benefit commences on or after Normal Retirement Date, the amount of Escalating Annuity commencing at any such benefit commencement date shall be the amount of his accrued Escalating Annuity Benefit multiplied by a late retirement factor. For the purpose of this Article 4.07 the late retirement factor shall be the ratio of 18.75 to the complete expectation of life at the Participant's age at benefit commencement, such expectation being calculated using the IRS Mortality Table.
- (d) The lump sum value of the Escalating Annuity Benefit described in (b) or (c) above shall be the Actuarial Equivalent of such Escalating Annuity Benefit and any other form of annuity benefit shall be the Actuarial Equivalent of the lump sum so determined.

4.08 Supplemental Credits.

- (a) Supplemental Credits shall be provided in accordance with the provisions of Schedule K 1.
- (b) For purposes of Article 4.03(b), the Supplemental Credits added to a Participant's Escalating Annuity Benefit in accordance with this Article 4.08 shall be treated in the same manner as the Pay Based Credits earned by the Participant during the year in which such supplemental credits were added.
- (c) The supplemental credits added to a Participant's Escalating Annuity Benefit in accordance with this Article 4.08 shall be payable in the same manner and under the same conditions as amounts credited to his Escalating Annuity Benefit under Article 4.02.

ARTICLE 5: VESTING

5.01 Vesting Schedule.

- (a) Normal Retirement Benefit determined under Article 6.01.

Effective January 1, 2008, upon termination of Service prior to Normal Retirement Date, the interest of a Participant in that portion of his Normal Retirement Benefit that is determined in accordance with Article 6.01 shall be vested in accordance with the following schedule, based on the number of Vesting Years of Service of the Participant on the date of his termination of employment:

<i>Vesting Years of Service as of Date of Termination:</i>	<i>Nonforfeitable Percentage:</i>
Less than 3	0%
3 or more	100%

Prior to January 1, 2008, upon termination of Service prior to Normal Retirement Date, the interest of a Participant in that portion of his Normal Retirement Benefit that is determined in accordance with Article 6.01 shall be vested in accordance with the following schedule, based on the number of Vesting Years of Service of the Participant on the date of his termination of employment:

<i>Vesting Years of Service as of Date of Termination:</i>	<i>Nonforfeitable Percentage:</i>
4 or less	0%
5 or more	100%

(b) Normal Retirement Benefit derived from Cash Balance Account as determined under Article 4.

(i) Vesting Schedule Effective January 1, 2008

Upon termination of Service prior to attaining his Normal Retirement Age, the interest of a Participant in the portion of his Normal Retirement Benefit that is derived from his Cash Balance Account, as determined in accordance with Article 4 shall be vested in accordance with the following schedule based on the number of Vesting Years of Service of the Participant on the date of his termination of Service:

<i>Vesting Years of Service as of Date of Termination:</i>	<i>Nonforfeitable Percentage:</i>
Less than 3	0%
3 or more	100%

(ii) Participant not employed prior to June 1, 1997:

Upon termination of Service prior to attaining his Normal Retirement Age, the interest of a Participant who commenced employment with the Company or an Affiliated Company on or after June 1, 1997 in the portion of his Normal Retirement Benefit that is derived from his Cash Balance Account, as determined in accordance with Article 4 shall be vested in accordance with the following schedule based on the number of Vesting Years of Service of the Participant on the date of his termination of Service:

<i>Vesting Years of Service as of Date of Termination:</i>	<i>Nonforfeitable Percentage:</i>
4 or less	0%
5 or more	100%

(iii) Participant employed prior to June 1, 1997:

Upon termination of Service prior to attaining his Normal Retirement Age, the interest of a Participant who commenced employment with the Company or an Affiliated

Company prior to June 1, 1997 in the portion of his Normal Retirement Benefit that is derived from his Cash Balance Account, as determined in accordance with Article 4 shall be vested in accordance with the following schedule based on the number of Vesting Years of Service of the Participant on the date of his termination of Service:

<i>Vesting Years of Service as of Date of Termination:</i>	<i>Nonforfeitable Percentage:</i>
1	20%
2	40%
3	60%
4	80%
5	100%

(c) Special Provision for Reductions in Force.

The provisions of paragraphs (a) and (b) above shall be subject to the provisions of Schedule K 2, if and to the extent applicable, with respect to Participants whose employment with the Company is terminated on account of a reduction in force.

(d) Special Provision for Reductions in Force.

The provisions of paragraphs (a) and (b) above shall be subject to the provisions of Schedule K 2, if and to the extent applicable, with respect to Participants whose employment with the Company is terminated on account of a reduction in force.

5.02 Break in Service.

There are no Breaks in Service under the terms of this Plan. All periods of employment shall be aggregated for the purpose of determining a Participant's Vesting Years of Service and for the purpose of determining whether a Participant's nonforfeitable percentage in accordance with Article 5.01.

5.03 Forfeiture and Restoration of Vesting Years of Service and Credited Service.

- (a) In the case of a termination of a Participant's employment from the Company for any reason, if as of the date of such termination the Participant was not fully vested in his retirement benefit, the Participant may elect, subject to the limitations of Articles 4, 6 and 7 and to the provisions of paragraph (d) below, to receive a distribution of the entire vested portion of such retirement benefit and the nonvested portion will be treated as a forfeiture.
 - (b) If a Participant received a distribution from the Plan and subsequently resumes covered employment under the Plan, the following shall apply:
 - (i) The Participant's Vesting Years of Service shall be restored.
 - (ii) Repayment of any distribution from the Plan shall not be permitted.
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- (iii) If the Participant had less than three Vesting Years of Service at the time of his termination (five years prior to January 1, 2008), his Years of Credited Service shall also be restored, and the forfeited portion of his Company-derived retirement benefit, determined as of the time of his termination, shall be restored to him, without interest from the time of the distribution to the date the Participant resumes covered employment, but subject to the provisions of Article 4.07.
 - (iv) If the Participant had three or more Vesting Years of Service at the time of his termination (five years prior to January 1, 2008) received a distribution representing less than his entire Company-derived retirement benefit, all of his Years of Credited Service shall be restored.
 - (v) If the Participant had three or more Vesting Years of Service at the time of his termination (five years prior to January 1, 2008), and received a single sum representing all of his retirement benefit, his Years of Credited Service shall not be restored to him.
 - (vi) If a Participant's Credited Service is restored in accordance with subparagraph (b)(iii), or (b)(iv), then, upon subsequent retirement or termination of employment, the Participant's retirement benefit shall be reduced by the Actuarial Equivalent value of any benefit previously distributed to him.
 - (vii) For Participants who terminate employment after January 1, 2008, three Years of Vesting Service shall be substituted for five Years of Vesting Service in subparagraphs (i), (iii), (iv) and (v) above.
- (c) If a Participant terminated employment from the Company, but did not receive a distribution from the Plan in accordance with paragraph (a) above, and subsequently resumes covered employment under the Plan, the following shall apply;
- (i) The Participant's Vesting Years of Service shall be restored.
 - (ii) The Participant's Credited Service shall be restored.
- (d) If the present value of a Participant's vested retirement benefit derived from Company and Participant contributions exceeds \$1,000, and the retirement benefit is immediately distributable, the Participant and the Participant's Spouse (or where either the Participant or the Spouse has died, the survivor) must consent to any distribution of such retirement benefit. The consent of the Participant and the Participant's Spouse shall be obtained in writing within the ninety (90) day period ending on the Annuity Starting Date. The Plan Administrator shall notify the Participant and the Participant's Spouse of the right to defer any distribution until the Participant's retirement benefit is no longer immediately distributable. Such notification shall include a general description of the material features, the consequences of failing to defer distribution, and an explanation of the relative values of, the optional forms of benefit available under the Plan in a manner that would satisfy the notice requirements of Sections 411(a)(11) and 417(a)(3) of the
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Code, and shall be provided no less than thirty (30) days and no more than ninety (90) days prior to the Annuity Starting Date.

Notwithstanding the foregoing, only the Participant need consent to the commencement of a distribution in the form of a Qualified Joint and Survivor Annuity while the retirement benefit is immediately distributable. Neither the consent of the Participant nor the Participant's Spouse shall be required to the extent that a distribution is required to satisfy Section 401(a)(9) or Section 415 of the Code.

For purposes of this Article 5.03, a retirement benefit is immediately distributable if any part of the retirement benefit could be distributed to the Participant (or surviving Spouse) before the Participant attains (or would have attained if not deceased) the Normal Retirement Age.

5.04 Applicability of Prior Vesting Schedule.

- (a) Notwithstanding the vesting schedules set forth in Article 5.01, the vested percentage of a Participant's retirement benefit shall not be less than the vested percentage attained under the terms of the Prior Plan as of August 31, 1994.
- (b) A Participant with at least three (3) Years of Service as of September 1, 1994 may elect to have his nonforfeitable percentage computed under the Prior Plan. For Plan Years beginning before December 31, 1988, or with respect to Participants who fail to complete at least one Hour of Service in a Plan Year beginning after December 31, 1988, five (5) shall be substituted for three (3) in the preceding sentence. If a Participant fails to make such election, then such Participant shall be subject to the vesting schedules set forth in Article 5.01. The Participant's election period shall commence on the effective date of Article 5.01 as amended and shall end sixty (60) days after the latest of:
 - (i) the adoption date of such amendment,
 - (ii) the effective date of such amendment, or
 - (iii) the date the Participant receives written notice of such amendment from the Company or Plan Administrator.

Notwithstanding the foregoing, any Employee who was a Participant as of the effective date of the amendment of Article 5.01 and who completed three (3) Years of Service shall be subject to the vesting schedule determined without regard to such amendment, provided that such schedule provides, in all circumstances, a nonforfeitable percentage that is no less than the percentage determined Article 5.01 as amended. For Plan Years beginning before December 31, 1988, or with respect to Employees who fail to complete at least one Hour of Service in a Plan Year beginning after December 31, 1988, five (5) shall be substituted for three (3) in the preceding sentence.

This election herein above shall also be applicable when a Top-Heavy Plan reverts to non-Top-Heavy status.

ARTICLE 6: AMOUNT AND COMMENCEMENT OF RETIREMENT BENEFIT

6.01 Normal Retirement.

In addition to the portion of his Normal Retirement benefit that is determined in accordance with Article 4, a Participant who retires on his Normal Retirement Date shall be entitled to a Normal Retirement Benefit determined in accordance with this Article 6.01 and subject to the minimum benefit provisions of Article 6.02. The Participant shall be entitled to receive a Normal Retirement Benefit, the Actuarial Equivalent of which is equal to the sum of (a) and (b) below:

(a) Service Before September 1, 1994.

- (i) For Participants in covered employment on or after September 1, 1994, the Normal Retirement Benefit attributable to Service before September 1, 1994 shall be the amount determined in subparagraph (a)(ii). For Participants in covered employment on or after September 1, 1994 and who remain in covered employment on or after January 1, 1997, the Normal Retirement Benefit attributable to Service before September 1, 1994 shall be the greater of the amount determined in subparagraph (a)(ii) or the amount determined in subparagraph (a)(iii).
- (ii) The amount determined in this subparagraph (a)(ii) shall be the product of the Participant's accrued benefit under the Prior Plan as of August 31, 1994 and a fraction, the numerator of which is the amount determined in (A) and the denominator of which is the amount determined in (B), as follows:
 - (A) The greater of (I) the Participant's Average Compensation as of August 31, 1994 or (II) the Participant's Average Compensation at retirement.
 - (B) The Participant's Average Compensation as of August 31, 1994,

With respect to a Participant with a "frozen Section 401(a)(17) benefit", within the meaning of Article 6.02(b), the amount shall be determined by adjusting the frozen December 31, 1993 accrued benefit and the frozen accrued benefit for the period from January 1, 1994 to August 31, 1994 separately, using in the denominator, the Participant's Average Final Compensation as of December 31, 1993 and August 31, 1994 respectively, in each case, as limited by Section 401(a)(17).

If a Participant elects pursuant to Article 6.07(c) to receive a distribution of his employee contributions to the Plan, prior to his Annuity Starting Date, the accrued benefit under the Prior Plan as of August 31, 1994, adjusted as provided in this subparagraph, shall be reduced by the Actuarial Equivalent of the amount actually distributed to the Participant.

- (iii) The amount determined in this subparagraph shall be the portion of Participant's accrued benefit under the Prior Plan, as of August 31, 1994,
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that is attributable only to employer contributions, with the portion of the accrued benefit attributable to employer contributions under the Prior Plan, multiplied by the fraction described in subparagraphs (ii)(A) and (B), increased by the Actuarial Equivalent value of the Participant's contributions, provided, however, that this increase shall not apply, if the Participant elects pursuant to Article 6.07(c) to receive a distribution of his employee contributions to the Plan, prior to his Annuity Starting Date.

(b) Service After August 31, 1994.

The Normal Retirement Benefit attributable to Service after August 31, 1994 shall be equal to one and one-half (1½%) percent of Average Compensation in excess of Covered Compensation multiplied by the Participant's total number of Years of Credited Service after August 31, 1994, and on or before December 31, 2028, up to a maximum of 35 years, plus one percent (1%) of Average Compensation up to Covered Compensation multiplied by the Participant's total number of Years of Credited Service after August 31, 1994, and on or before December 31, 2028, up to a maximum of 35 years. In no event shall any Years of Credited Service be credited for purposes of this paragraph (b) for any period of employment on or after January 1, 2029.

(c) Effective January 1, 1997, in addition to the benefits described in Article 4.02 and paragraphs (a) and (b) above, the Normal Retirement Benefit of certain participants shall be increased. Participants described in Part A of Schedule I shall receive the increase set forth in subparagraphs (c)(i) through (c)(iii) herein. Participants described in Part B of Schedule I shall receive the increase set forth in subparagraph (c)(iv) herein, adjusted for optional form of payment as provided in Article 7.02.

(i) The benefit described in Article 6.01(a) shall be increased by the sum of (A) and (B) below:

(A) the applicable factor in Schedule I 1 multiplied by the employer accrued benefit under Article 6.01(a), as of the date of determination, but in no event later than December 31, 2000,

(B) the applicable factor in Schedule I 1 multiplied by the employer accrued benefit under Article 6.01(a) as of the date of determination, but in no event later than December 31, 2000, multiplied by a Participant's Years of Credited Service after December 31, 1997 and before January 1, 2001.

(ii) The benefit described in Article 6.01(b) shall be increased by the sum of (A) and (B) below:

(A) the product of the applicable factor in Schedule I 1, multiplied by the fraction 10/3, multiplied by the sum of:

(I) one and one-half percent (1½%) of Average Compensation in excess of Covered Compensation, with Average Compensation determined as of the date of determination,

but in no event later than December 31, 2000, and Covered Compensation determined as of December 31, 1997, plus

- (II) one percent (1%) of Average Compensation, as determined in accordance with subparagraph (A)(I) above, up to Covered Compensation, with Covered Compensation determined as of December 31, 1997.
 - (B) the product of the applicable factor in Schedule I 1, multiplied by a Participant's Years of Credited Service after December 31, 1997 and before January 1, 2001, multiplied by the sum of:
 - (I) one and one-half percent (1½%) of Average Compensation in excess of Covered Compensation, with Average Compensation and Covered Compensation determined as of the date of determination, but in no event later than December 31, 2000, plus
 - (II) one percent (1%) of Average Compensation up to Covered Compensation, with Covered Compensation and Average Compensation determined in accordance with subparagraph (B)(I) above.
 - (iii) The benefit described in Article 4.02 shall be increased by the sum of (A) to (D) below:
 - (A) the applicable factor described in Schedule I 1 multiplied by the Participant's Cash Balance Account as of December 31, 1997.
 - (B) the applicable factor described in Schedule I 1 multiplied by the credit to the Participant's Cash Balance Account for the 1998 Plan Year.
 - (C) the applicable factor described in Schedule I 1 multiplied by the credit to the Participant's Cash Balance Account for the 1999 Plan Year.
 - (D) the applicable factor described in Schedule I 1 multiplied by the credit to the Participant's Cash Balance Account for the 2000 Plan Year.
 - (iv) The additional benefits set forth in Part B of Schedule I 1.
 - (v) In the event the limitation on Compensation in Section 401(a)(17) of the Code is increased at any time by statute or regulation, but not by application of the cost-of-living adjustment factor in Section 401(a)(17)(b) of the Code, all accruals under this Article 6.01(c) shall cease as of the effective date of said increase.
 - (d) Effective January 1, 2000, in addition to the benefit described in Article 4.02 and paragraphs (a), (b) and (c) above, the Normal Retirement Benefit of certain
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participants shall be increased. Participants described in Schedule I 2 shall receive the increase set forth in subparagraphs (d)(i) through (d)(iii) herein.

- (i) The sum of the benefits described in Article 6.01(a) and 6.01(c)(i) shall be increased by the sum of (A) and (B) below:
 - (A) the applicable factor in Schedule I 2 multiplied by the employer accrued benefit under Article 6.01(a) and 6.01(c)(i) as of the date of determination, but in no event later than December 31, 2003,
 - (B) the applicable factor in Schedule I 2 multiplied by the employer accrued benefit under Article 6.01(a) and 6.01(c)(i) as of the date of determination, but in no event later than December 31, 2003, multiplied by a Participant's Years of Credited Service after December 31, 2000 and before January 1, 2004.

 - (ii) The benefit described in Article 6.01(b) and 6.01(c)(ii) shall be increased by the sum of (A) and (B) below:
 - (A) the product of the applicable factor in Schedule I 2, multiplied by three (3.0), multiplied by the sum of:
 - (I) one and one-half percent of Average Compensation in excess of Covered Compensation, with Average Compensation determined as of the date of determination, but in no event later than December 31, 2003, and Covered Compensation determined as of December 31, 2000, plus
 - (II) one percent of Average Compensation, as determined in accordance with subparagraph (A) (I) above, up to Covered Compensation, with Covered Compensation determined as of December 31, 2000, plus
 - (III) the accrued benefit provided under Article 6.01(c)(ii)(A) and 6.01(c)(ii)(B).
 - (A) the product of the applicable factor in Schedule I 2, multiplied by a Participant's Years of Credited Service after December 31, 2000 and before January 1, 2004, multiplied by the sum of:
 - (I) one and one-half percent (1½%) of Average Compensation in excess of Covered Compensation, with Average Compensation and Covered Compensation determined as of the date of determination, but in no event later than December 31, 2003, plus
 - (II) one percent (1%) of Average Compensation up to Covered Compensation, with Covered Compensation and Average Compensation determined in accordance with subparagraph (I) above.
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- (iii) The benefit described in Article 4.02 and 6.01(c)(iii) shall be increased by the sum of (A) to (D) below:
 - (A) the applicable factor described in Schedule I 2, multiplied by the Participant's Cash Balance Account as of December 31, 2000.
 - (B) the applicable factor described in Schedule I 2, multiplied by the credit to the Participant's Cash Balance Account for the 2001 Plan Year.
 - (C) The applicable factor described in Schedule I 2, multiplied by the credit to the Participant's Cash Balance Account for the 2002 Plan Year.
 - (D) The applicable factor described in Schedule I 2, multiplied by the credit to the Participant's Cash Balance Account for the 2003 Plan Year.
 - (iv) If the Internal Revenue Service, upon timely application, determines that this Article 6.01(d) causes the Plan to lose its status as a qualified plan under Section 401(a) of the Code, then this paragraph (d) shall be void *ab initio* .
 - (e) Effective January 1, 2004, in addition to the benefit described in Article 4.02 and paragraphs (a), (b), (c) and (d) above, the Normal Retirement Benefit of certain participants shall be increased. Participants described in Part A of Schedule I 3 shall receive the increase set forth in subparagraphs (e)(i) through (e)(iii) herein. Participants described in Part B of Schedule I 3 shall receive the increase set forth in subparagraph (e)(iv) herein, adjusted for optional form of payment as provided in Article 7.02.
 - (i) The sum of the benefits described in Article 6.01(a), 6.01(c)(i) and 6.01(d)(i) shall be increased by the sum of (A) and (B) below:
 - (A) the applicable factor in Schedule I 3, multiplied by the employer accrued benefit under Article 6.01(a), 6.01(c)(i) and 6.01(d)(i) as of the date of determination, but in no event later than December 31, 2006,
 - (B) the applicable factor in Schedule I 3, multiplied by the employer accrued benefit under Article 6.01(a), 6.01(c)(i) and 6.01(d)(i) as of the date of determination, but in no event later than December 31, 2006, multiplied by a Participant's Years of Credited Service after December 31, 2003 and before January 1, 2007.
 - (ii) The benefit described in Article 6.01(b), 6.01(c)(ii) and 6.01(d)(ii) shall be increased by the sum of (A) and (B) below:
 - (A) the product of the applicable factor in Schedule I 3 , multiplied by three (3.0), multiplied by the sum of:
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- (I) one and one-half percent (1½%) of Average Compensation in excess of Covered Compensation, with Average Compensation determined as of the date of determination, but in no event later than December 31, 2006, and Covered Compensation determined as of December 31, 2003, plus
 - (I) one percent (1%) of Average Compensation, as determined in accordance with subparagraph (I) above, up to Covered Compensation, with Covered Compensation determined as of December 31, 2003, plus
 - (I) the accrued benefit provided under Article 6.01(c)(ii)(A), 6.01(c)(ii)(B), 6.01(d)(ii)(A) and 6.01(d)(ii)(B).
 - (B) the product of the applicable factor in Schedule I 3 , multiplied by a Participant's Years of Credited Service after December 31, 2003 and before January 1, 2007 , multiplied by the sum of:
 - (I) one and one-half percent (1½%) of Average Compensation in excess of Covered Compensation, with Average Compensation and Covered Compensation determined as of the date of determination, but in no event later than December 31, 2006, plus
 - (I) one percent (1%) of Average Compensation up to Covered Compensation, with Covered Compensation and Average Compensation determined in accordance with subparagraph (I) above.
 - (iii) The benefit described in Article 4.02, 6.01(c)(iii) and 6.01(d)(iii) shall be increased by the sum of (A) to (D) below:
 - (A) the applicable factor described in Schedule I 3, multiplied by the Participant's Cash Balance Account as of December 31, 2003.
 - (B) the applicable factor described in Schedule I 3, multiplied by the credit to the Participant's Cash Balance Account for the 2004 Plan Year.
 - (C) the applicable factor described in Schedule I 3, multiplied by the credit to the Participant's Cash Balance Account for the 2005 Plan Year.
 - (D) the applicable factor described in Schedule I 3, multiplied by the credit to the Participant's Cash Balance Account for the 2006 Plan Year.
 - (iv) The additional benefits set forth in Part B of Schedule I 3.
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- (v) In the event the limitation on Compensation in Section 401(a)(17) of the Code is increased at any time by statute or regulation (but not by application of the cost-of-living adjustment factor in Section 401(a)(17)(b) of the Code), all accruals under this Article 6.01(e) shall cease as of the effective date of said increase.
 - (vi) If the Internal Revenue Service, upon timely application, determines that this Article 6.01(e) causes the Plan to lose its status as a qualified plan under Section 401(a) of the Code, then this paragraph (e) shall be void *ab initio*.
 - (f) Effective January 1, 2007, in addition to the benefit described in Article 4.02 and paragraphs (a), (b), (c), (d) and (e) above, the Normal Retirement Benefit of certain participants shall be increased. Participants described in Schedule I 4 shall receive the increase set forth in subparagraphs (f)(i) through (f)(iii) herein.
 - (i) The sum of the benefits described in Article 6.01(a), 6.01(c)(i), 6.01(d)(i), and 6.01(e)(i) shall be increased by the sum of (A) and (B) below:
 - (A) the applicable factor in Schedule I 4, multiplied by the employer accrued benefit under Article 6.01(a), 6.01(c)(i), 6.01(d)(i) and 6.01(e)(i) as of the date of determination, but in no event later than December 31, 2009,
 - (B) the applicable factor in Schedule I 4, multiplied by the employer accrued benefit under Article 6.01(a), 6.01(c)(i), 6.01(d)(i) and 6.01(e)(i) as of the date of determination, but in no event later than December 31, 2009, multiplied by a Participant's Years of Credited Service after December 31, 2006 and before January 1, 2010.
 - (ii) The benefit described in Article 6.01(b), 6.01(c)(ii), 6.01(d)(ii) and 6.01(e)(ii) shall be increased by the sum of (A) and (B) below:
 - (A) the product of the applicable factor in Schedule I 4, multiplied by three (3.0), multiplied by the sum of:
 - (I) one and one-half percent (1½%) of Average Compensation in excess of Covered Compensation, with Average Compensation determined as of the date of determination, but in no event later than December 31, 2009, and Covered Compensation determined as of December 31, 2006, plus
 - (I) one percent (1%) of Average Compensation, as determined in accordance with subparagraph (I) above, up to Covered Compensation, with Covered Compensation determined as of December 31, 2006, plus
 - (II) the accrued benefit provided under Article 6.01(c)(ii)(A), 6.01(c)(ii)(B), 6.01(d)(ii)(A), 6.01(d)(ii)(B), 6.01(e)(ii)(A) and 6.01(e)(ii)(B).
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- (B) the product of the applicable factor in Schedule I 3 , multiplied by a Participant's Years of Credited Service after December 31, 2006 and before January 1, 2010 , multiplied by the sum of:
 - (I) one and one-half percent (1½%) of Average Compensation in excess of Covered Compensation, with Average Compensation and Covered Compensation determined as of the date of determination, but in no event later than December 31, 2009, plus
 - (I) one percent (1%) of Average Compensation up to Covered Compensation, with Covered Compensation and Average Compensation determined in accordance with subparagraph (I) above.
- (iii) The benefit described in Article 4.02, 6.01(c)(iii), 6.01(d)(iii) and 6.01(e)(iii) shall be increased by the sum of (A) to (D) below:
 - (A) the applicable factor described in Schedule I 4, multiplied by the Participant's Cash Balance Account as of December 31, 2006.
 - (B) the applicable factor described in Schedule I 4, multiplied by the credit to the Participant's Cash Balance Account for the 2007 Plan Year.
 - (C) the applicable factor described in Schedule I 4, multiplied by the credit to the Participant's Cash Balance Account for the 2008 Plan Year.
 - (D) the applicable factor described in Schedule I 4, multiplied by the credit to the Participant's Cash Balance Account for the 2009 Plan Year.
- (iv) In the event the limitation on Compensation in Section 401(a)(17) of the Code is increased at any time by statute or regulation (but not by application of the cost-of-living adjustment factor in Section 401(a)(17)(b) of the Code), all accruals under this Article 6.01(f) shall cease as of the effective date of said increase.
- (v) If the Internal Revenue Service, upon timely application, determines that this Article 6.01(f) causes the Plan to lose its status as a qualified plan under Section 401(a) of the Code, then this paragraph (f) shall be void *ab initio*.

6.02 Minimum Retirement Benefits.

- (a) A minimum retirement benefit equal to the greater of (i) or (ii) below shall be provided for "contributing participants" as such term is defined under the Prior Plan, who attained age fifty-five (55) with sixty (60) months of contributory Service ending on August 31, 1994:
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- (i) the Normal Retirement Benefit under the Plan; or
 - (ii) the Participant's Prior Plan Benefit determined pursuant to Article 6.11.
- (b) Notwithstanding any provision of the Plan to the contrary, the annual normal retirement benefit of a Participant who is affected by the imposition of the OBRA '93 annual compensation limit, as described in Article 1.12, shall be equal to the greater of:
- (i) the Participant's retirement benefit calculated under the provisions of the Plan as determined with regard to such limitation, or
 - (ii) a retirement benefit equal to the Participant's accrued benefit determined as of December 31, 1993, plus the Participant's accrued benefit based solely on service after such date under the provisions of the Plan as determined with regard to such imposition.

For purposes of this Article 6.02, the accrued benefit determined as of December 31, 1993 shall be equal to the greater of (A) the Participant's accrued benefit determined as of December 31, 1993, as determined with regard to the limitation on Compensation as in effect prior to the imposition of the OBRA '93 annual compensation limit, or (B) the Participant's accrued benefit determined as of December 31, 1988, plus the Participant's accrued benefit based solely on service after such date under the provisions of the Plan as determined with regard to such limitation, and such amount shall be deemed to be the "frozen Section 401(a)(17) benefit" for purposes of Article 6.01(a).

6.03 Early Retirement.

If a Participant's Service terminates on or after the Participant's Early Retirement Date, the Participant shall be entitled to receive his Normal Retirement Benefit determined as of the date on which the Participant terminated Service; provided, however, that in no event shall the Normal Retirement Benefit of any Participant who continues to perform Service after the Early Retirement Date be reduced as a result of such continued Service. Should the Participant elect to receive his Normal Retirement Benefit prior to the Normal Retirement Age, the Participant shall be entitled to a retirement benefit that is equal to his Normal Retirement Benefit multiplied by the applicable Early Retirement Factor set forth in Schedule A 1. The Early Retirement Benefit shall be payable in one of the forms provided in Article 7 of the Plan and shall commence on the first day of the month following the date on which the Participant terminates Service, unless the Participant elects a later commencement date, which commencement date shall not be later than his Normal Retirement Date.

6.04 Deferred Retirement.

If a Participant should continue Service beyond his Normal Retirement Age, the Participant shall continue his accrual of benefits in accordance with Article 6.01 of the Plan and the benefit payable upon his retirement shall be subject to the provisions of Article 6.09.

6.05 Termination of Service After August 31, 1994.

A Participant who separates from Service shall be entitled to receive a distribution equal to the Actuarial Equivalent of his nonforfeitable interest, determined in accordance with Article 5.01(a), in the portion of his Normal Retirement Benefit determined under this Article 6. In the event of such an election, the vested retirement benefit shall commence as soon as administratively practicable following the Participant's separation from Service. The vested retirement benefit shall be payable in one of the forms provided in Article 7 of the Plan.

6.06 Employee Contributions.

- (a) Effective September 1, 1994, no contribution shall be required of any Participant as a condition of his participation in the Plan. The provisions of the Prior Plan shall govern mandated employee contributions required before September 1, 1994.
- (b) For periods on or after January 1, 1988, interest on the employee contributions shall be calculated pursuant to Section 411(c)(2)(C)(iii)(I) of the Code. For the period from January 1, 1976 to January 1, 1988, interest shall be equal to 5%. Prior to January 1, 1976, interest shall be equal to the rate in effect under the terms of the Prior Plan.
- (c) A Participant may request a distribution of his employee contributions plus accrued interest thereon at any time, in writing, on a form or forms prescribed by the Administrative Committee. Such distribution shall be in a lump sum cash payment equal to the aggregate of his employee contributions plus accrued interest thereon. The distribution shall reduce the Participant's retirement benefit under Article 6.01(a)(i) by the Actuarial Equivalent of the amount distributed.
- (d) If a Participant is employed on or after January 1, 1997, employee contributions that have not been returned to the Participant as of his Annuity Starting Date shall be converted into an additional benefit of Actuarial Equivalent value in the application of Article 6.01(a)(ii) in the form of benefit selected by the Participant in accordance with Article 7.02.

6.07 Deferred Commencement of Benefits.

- (a) Subject to Article 7.03 of the Plan, a Participant may elect, in the form and manner prescribed by the Administrative Committee, to defer payment of his nonforfeitable interest, determined in accordance with Article 5.01, in that portion of his Normal Retirement Benefit determined in accordance with Article 6.01 to a date specified by the Participant.
 - (b) If payment of the Participant's vested Normal Retirement Benefit commences after the Participant's Normal Retirement Date, the Participant shall be entitled to a retirement benefit that is equal to his Normal Retirement Benefit multiplied by the applicable Deferred Retirement Factor determined in accordance with Schedule A 2.
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6.08 Deductions for Disability Benefits.

In determining benefits payable to any Participant, a deduction shall be made equivalent to all or any part of the following benefits payable to such pensioner by reason of any law of the United States, or any political subdivision thereof, which has been or shall be enacted, provided that such deduction shall be to the extent that such benefits have been provided by premiums, taxes or other payments paid by or at the expense of the Company:

- (a) Disability benefits, other than a Primary Insurance Amount payable under the Federal Social Security Act as now in effect or as hereafter amended.
- (b) Workers' Compensation (including hearing, pulmonary, ocular, and other occupational diseases and accident claims but excluding statutory payments for loss of any physical or bodily members such as leg, arm or finger) for Workers' Compensation awards granted subsequent to March 1, 1978, for Wood-Ridge and Nuclear facilities; January 9, 1978 for Curtiss-Wright Flight Systems, Inc.; May 5, 1978 for Target Rock Corp.; July 28, 1987 for Buffalo facility; and March 1, 1978 for the Corporate Office.

6.09 Mandatory Commencement of Benefits.

Unless a Participant elects otherwise, in accordance with the provisions of Article 7, payment of the Participant's vested retirement benefit must commence not later than the sixtieth (60th) day after the close of the Plan Year in which occurs the latest of:

- (a) the Participant attains the earlier of age sixty- five (65) and the Normal Retirement Age,
- (b) the date the Participant's Service terminates or
- (c) the tenth (10th) anniversary of the year in which the Participant commenced Plan participation.

6.10 Maximum Retirement Benefit.

- (a) Subject to the following provisions and the limitations set forth in Section 415 of the Code, any regulations or rulings thereunder and notwithstanding any provision of the Plan to the contrary, the maximum annual Pension payable to a Participant under the Plan in the form of a single life annuity, when added to any pension attributable to contributions of the Company or an Affiliated Company provided to the Participant under any other qualified defined benefit plan, shall be equal to the lesser of (1) the dollar limitation described in Section 415(b)(1)(A) of the Code or (2) the Participant's average annual remuneration during the three consecutive calendar years of his service with the Company or Affiliated Company affording the highest such average or during all of the years of such service if less than three years.
 - (b) For purposes of this Article 6.10, the term "remuneration" with respect to any Participant shall mean the wages, salaries, and other amounts paid in respect of such Participant by the Company or an Affiliated Company for personal services actually rendered and shall include, but not by way of limitation, bonuses, overtime
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payments, and commissions and shall exclude deferred compensation, stock options, and other distributions which receive special tax benefits under the Code. Remuneration shall also include any pre-tax contributions under a "qualified cash or deferred arrangement" (as defined under Section 401(k) of the Code and its applicable regulations) or under a "cafeteria plan" (as defined under Section 125 of the Code and its applicable regulations) or under a "qualified transportation fringe" (as defined under Section 132(f) of the Code and its applicable regulations).

Effective January 1, 2008, remuneration shall also include amounts required to be recognized under the provisions of Section 1.415(c)-2(e) of the Treasury Regulations. Remuneration shall not exceed the limitation on compensation under Section 401(a)(17) of the Code.

- (c) Notwithstanding the provisions of paragraph (a) above, the maximum annual pension payable to a Participant who has a "freeze date" shall not be less than his "old law benefit." A Participant's "old law benefit" at any date is the maximum benefit he would be entitled to receive at such date, determined without regard to any changes in the terms and conditions of the Plan after December 8, 1994, without regard to any benefits that accrue under the Plan after his freeze date, and without regard to any cost of living changes that become effective after his freeze date. The "freeze date" of a Participant whose pension commences on or after January 1, 1995, and before January 1, 2000 shall be December 31, 1999.
 - (d) In the case of a Participant of the Plan whose benefits have not yet commenced as of January 1, 2001, the benefit payable to the Spouse under a Qualified Joint and Survivor Annuity or under a qualified preretirement survivor annuity shall be subject to the dollar limitation which would apply if the benefits were payable to the Participant in the form of a life annuity. The amount of the benefit payable to the Spouse, and which is subject to the preceding sentence, shall be computed from the Participant's accrued benefit, determined in accordance with Article 4 and Article 6, and before application of this Article 6.10.
 - (e) If the benefit is payable neither as a life annuity nor as a Qualified Joint and Survivor Annuity, the maximum limitation shall be the Actuarial Equivalent of the maximum limitation otherwise applicable. Actuarial Equivalent for purposes of this paragraph shall be determined in accordance with Section 415(b) of the Code and the regulations or rulings issued thereunder and using the Plan's optional form of payment factors, or, if less, using factors calculated from the IRS Mortality Table, if applicable, and either:
 - (i) if the benefit is not subject to the provisions of Section 417(e)(3) of the Code, an interest rate of 5 percent, or
 - (ii) if the benefit is subject to the provisions of Section 417(e)(3) of the Code:
 - (A) an interest rate of 5.5 percent for distributions made in Plan Years beginning in 2004 and 2005; and
 - (B) the IRS Interest Rate for distributions made in Plan Years beginning in 2006 or any subsequent Plan Year.
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However, in the case of a Participant or Beneficiary whose Annuity Starting date occurs during calendar year 2004, the amount payable under any form of payment subject to the provisions of Section 417(e)(3) of the Code and subject to adjustment under the preceding paragraph shall not be less than the amount that would have been payable had the amount payable been determined using the IRS Interest Rate in effect on December 31, 2003.

- (f) Notwithstanding anything hereinabove to the contrary, the limitations, adjustments and other requirements prescribed in this Article 6.10 shall at all times comply with the provisions of Section 415 of the Code and the regulations thereunder, the terms of which are specifically incorporated herein by reference.

6.11 Prior Plan Benefit.

(a) Applicability of Prior Plan Benefit

The provisions of this Article 6.11 shall be applicable to:

- (i) any Participant who terminated from employment with the Company prior to September 1, 1994 and who was fully vested in his benefits under the Prior Plan; and
- (ii) any Participant who attained age fifty-five (55) and had completed sixty (60) continuous months of contributory active service as of August 31, 1994, and who remained in employment with the Company subsequent to that date.

(b) Normal Retirement Benefit.

- (i) A Participant who retires on his Normal Retirement Date shall be entitled to his Normal Retirement Benefit calculated as of the date he retires. The Normal Retirement Benefit of a Participant shall be an annual annuity benefit, payable in monthly installments, equal to the sum of the following:
 - (A) a Past Service Benefit, if he (i) became an active Participant as of May 1, 1953, (ii) remained a continuous Participant, whether active or suspended, during the period of his employment on and after May 1, 1953, and made contributions while an active Participant during such period; plus
 - (B) a Future Service Benefit, if he made contributions while an active Participant; plus
 - (C) a Supplemental Benefit, if made contributions while an active Participant; plus
 - (D) a Pension Equivalent Benefit; and minus
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- (E) the value of contributions that the Participant would have made, from September 1, 1994 to the Participant's retirement date, assuming, for this purpose that the provisions of the Prior Plan remained in effect for such period and the Participant had elected to make contributions in accordance with such provisions.
- (ii) The amounts taken into account for purposes of subparagraph (b)(i) shall be determined as follows:
- (A) The Past Service Benefit of a Participant eligible therefor shall be equal to three-quarters of one percent (3/4%) of his "annual earnings" as of May 1, 1953, multiplied by the number of his Years of Credited Service prior to May 1, 1953.
 - (B) The Future Service Benefit of a Participant eligible therefor shall be one percent (1%) of his annual earnings for each year of active participation during which he made contributions under the Prior Plan.
 - (C) The "Supplemental Benefit" of a Participant eligible therefor shall be the benefit calculated under either (I) or (II) below, whichever shall be applicable:
 - (I) If the Participant shall have been a continuous Participant, whether active or suspended, for the period from his eligibility date to his Normal Retirement Date and made contributions at all times while an active Participant under the Prior Plan during such period, two percent (2%) of his "final average earnings" in excess of \$3,600 as determined below, multiplied by the sum of his years of Credited Service (not in excess of fifteen (15) years). For purposes of the preceding sentence, "final average annual earnings in excess of \$3,600" means:
 - (1) for an Employee with five (5) or more years of active participation, the average of the excess of his annual earnings over \$3,600 for the five (5) consecutive years of his active participation during his final years of active participation, but not in excess of ten (10), which produce the highest such average, or
 - (2) for an Employee with less than five (5) years of active participation, the average of his annual earnings in excess of \$3,600 actually paid to him for the period of his service, not in excess of five (5) years, ending with his last year of active participation.
 - (II) If the Participant shall not have been a continuous Participant, whether active or suspended, for the period from his eligibility date to his Normal Retirement Date, or did not make
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contributions at all times while an active Participant under the Prior Plan during such period, an amount calculated under (l) above, as if the Participant had, in fact, been a continuous Participant for such period and made contributions at all times under the Prior Plan, while an active Participant therein, multiplied by a fraction, the numerator of which shall be the sum of his Years of Credited Service (not limited to fifteen (15) years) on the basis of which the Participant shall actually accrue a Past and/or Future Service Benefit under the Plan, and the denominator of which shall be the sum of his Years of Service, whether or not regarded as Credited Service for purposes of the Plan and not limited to fifteen (15) years, on the basis of which the Participant would have been entitled to accrue a Past and/or Future Service Benefit under the Plan if he had, in fact, been a continuous Participant for such period and made contributions while an active Participant therein.

- (D) The "Pension Equivalent Benefit" of a Participant eligible therefor shall be the monthly pension benefit in accordance with Schedule B; provided, however, that the portion, if any, of such Pension Equivalent Benefit which shall have been based upon Years of Credited Service for which the Participant also is entitled to Past and/or Future Service Benefits under this Article 6.11 shall be reduced by the amount of such Past and/or Future Service Benefits.

(c) Death Benefit.

In the event an inactive Participant to whom this Article 6.11 is applicable shall die before retirement, a death benefit shall be payable to his beneficiary equal to the aggregate of his contributions, plus interest, and any applicable annuity.

(d) Severance of Employment Benefit.

(i) After Vesting Date.

If the employment of a Participant who has made contributions while an active Participant shall be severed after he shall have completed five (5) Years of Credited Service, and before he has reached his Early Retirement Date, he shall be entitled to a Severance of Employment Benefit which shall be an annual annuity benefit commencing as of the first of the month next following his sixty-fifth (65th) birthday, which shall be equal to his Normal Retirement Benefit, determined in accordance with paragraph (b) above based upon his Years of Credited Service and years of active participation on the date of his severance of employment. In the calculation of the Supplemental Benefit of a Participant who severs his employment under this paragraph (d)(i), the denominator of the fraction referred to in subparagraph (b)(ii)(C)(II) shall include Years of Service the Participant would have had at his Normal Retirement Date, if he had remained in the

employ of the Company until such date. Such Participant may elect, by filing a written request therefor with the Administrative Committee on such form and on such terms and conditions as the Administrative Committee may prescribe, to receive an annual annuity benefit commencing as of the first of any month following his fifty-fifth (55th) birthday, in which event such annual annuity benefit shall be the actuarial equivalent benefit calculated under the preceding sentences of this subparagraph (d)(i), based upon the early retirement reduction factors set forth Schedule C. The first payment of a benefit under this subparagraph (d)(i) will commence the first of the month next following receipt by the Administrative Committee of all completed necessary forms and documentation. On or after January 1, 1976, one (1) Year of Service toward eligibility for a vested benefit in accordance with this paragraph will be credited for any Participant who works at least one thousand (1,000) hours in any calendar year.

In lieu of the foregoing annuity benefits, the Participant may elect, by filing a written request therefor with the Administrative Committee on such form and on such terms and conditions as the Administrative Committee may prescribe, at any time after the date of his severance of employment and prior to the commencement of said annuity benefit, to receive in a lump sum cash payment the aggregate of his contributions, plus interest, and a deferred pension benefit equal to the benefit hereto paid for solely through Company Contributions. In the event that the Participant makes the election described in the foregoing sentence and further elects to commence receipt of such benefit prior to his Normal Retirement Date, such benefit will be reduced in accordance with the factors set forth in Schedule D.

(ii) Prior to Vesting Date.

If the employment of a Participant who has made contributions while an active Participant shall be severed prior to satisfying the applicable age and service conditions prescribed in paragraph (d)(i) above, he shall be entitled, without request therefor, to a Severance of Employment Benefit equal to the aggregate of his contributions plus interest.

(e) Optional Survivor Benefit.

The Participant's fifty-five percent (55%) optional survivor benefit and/or contingent annuitant benefit shall be reduced by a percentage as set forth below for each full month or fraction thereof in effect for such Participant.

The appropriate percentages are:

<i><u>For Coverage While The Participant's Age Is</u></i>	<i><u>Monthly Percentage</u></i>
under 35	0.01%
35 - 45	0.02%
45 - 54 and 11 months	0.04%

Any reduction for the optional survivor benefit and/or contingent annuitant option provided by the terms of the Plan as of January 1, 2006 shall be eliminated with respect to any Participant or surviving Spouse whose Annuity Starting Date had not occurred as of December 31, 2005.

(f) Optional Annuity Benefits for Deferred Vested Participant.

A Deferred Vested Participant may elect, by filing a written request therefor with the Administrative Committee on such form and on such terms and conditions as the Administrative Committee may prescribe to receive his deferred vested benefit in either of the following optional annuity forms:

- (i) A benefit with a survivor benefit adjustment, under which his surviving Spouse will receive fifty-five percent (55%) of such annuity benefit after the death of the Participant. For a Participant receiving a benefit with a survivor benefit adjustment, the reduced amount of his monthly benefit shall be equal to an amount determined by multiplying the monthly benefit otherwise payable to the Participant by ninety percent (90%) if the Participant's age and his designated Spouse's age are the same; or, if such ages are not the same, such percentage shall be increased by one-half of one percent (1/2%), up to a maximum of one hundred percent (100%) for each year that the designated Spouse's age exceeds the Participant's age and shall be decreased by one-half of one percent (1/2%) for each year that the designated Spouse's age is less than the Participant's age.
 - (ii) A "Contingent Annuity Option" of seventy-five percent (75%) or one hundred percent (100%) with respect to the total of the Supplemental Benefit amount included within his annuity benefit, under which an annuity, on such terms as the Administrative Committee may prescribe, shall be payable for the Participant's life and continue after his death, in the same or lesser amount, to and for the life of a selected contingent annuitant; provided, however, that if such selected contingent annuitant is other than the Participant's Spouse or physically or mentally disabled child, the amount payable under the option shall be adjusted, if necessary, so that the reduction in the Supplemental Benefit otherwise payable to the Participant on account of the option does not exceed forty percent (40%). Such annuity shall be the actuarial equivalent of the aforesaid Supplemental Benefit amount, determined in accordance with Schedule E. Election of a seventy-five (75%) percent or one hundred percent (100%) option shall ordinarily be made at least one year prior to the commencement date of the Participant's annuity benefit which includes a Supplemental Benefit; otherwise, the Administrative Committee may require evidence satisfactory to it of the Participant's good health.
 - (g) For purposes of determining a Participant's minimum benefit in accordance with this Article 6.11, the following definitions shall apply:
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- (i) Credited Service. The term "credited service" shall have the following meanings:
- (A) Service Prior to May 31, 1953. Only Employees who become contributing active Participants as of May 31, 1953 shall be entitled to "credited service" under this paragraph (f)(i) for any periods prior to May 31, 1953. Such "credited service" shall mean completed years and calendar months of employment prior to May 31, 1953, including the following periods:
- (I) the period of employment of an Employee with the Company, following his most recent date of hire preceding May 31, 1953 and prior to his sixty-eighth (68th) birthday;
 - (II) the period of employment of an Employee with the Company receding his most recent date of hire and prior to his sixty-eighth (68th) birthday; provided, however, that the period of his employment preceding a break in employment, except a break in employment of any duration during the interval commencing August 1, 1945, and ending on or before December 31, 1949, of two (2) or more years shall not be taken into account;
 - (III) any periods of approved Leave of Absence or military leave during the period(s) defined in (I) and/or (II) above.
- (B) Service Commencing on or After May 31, 1953. "Credited service" after May 31, 1953 shall mean completed years and calendar months of employment commencing on or after May 31, 1953 and shall include the following periods:
- (I) the periods of employment of an Employee with the Company while eligible to participate under the Plan following his most recent date of hire and prior to the earlier of his retirement or termination of employment;
 - (II) the period of employment of an Employee with the Company preceding his most recent date of hire; provided, however, that the period of his employment preceding a break in employment, except a break in employment of any duration of two (2) or more years shall not be taken into account;
 - (III) any periods of leave of absence approved by the Company in writing, or military leave during the period defined in (I) and (II) above.
- (C) Pension Plan Equivalent Service. On and after May 1, 1966, "credited service" of an Employee eligible to participate in this Plan shall include Service which would be creditable under the Curtiss-
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Wright Pension Plan for any period(s) of his employment not included as Credited Service under subparagraphs (I) and (II) above.

- (ii) Years of Participation. The term "years of participation" shall be Years of Credited Service while a continuous Participant; "years of active participation" shall mean Years of Credited Service while an active Participant, whether or not interrupted by a period or periods of suspended participation; and "years of contributory active participation" shall mean Years of Credited Service while (a) an active Participant prior to May 1, 1966 and (b) a contributing active Participant after May 1, 1966, whether or not interrupted by a period or periods of suspended participation.
- (iii) "Annual Earnings" for periods prior to September 1, 1994 shall mean:
 - (A) for each calendar month prior to July 1, 1970, one-twelfth (1/12) of his basic salary, on an annual basis, in effect at the beginning of each Plan Year; and
 - (B) for each calendar month after June 30, 1970, one-twelfth (1/12) of the sum of his basic salary, on an annual basis, in effect at the beginning of each Plan Year, plus any cash payments he received in the prior Plan Year under the Company's incentive compensation plan;
- (iv) "Interest" for deferred vested Participants who terminated employment prior to September 1, 1994 means interest calculated from the first day of the Plan Year next following the Participant's contribution, compounded annually to the first of any month in which (A) there shall occur an event under the Plan calling for the distribution of an amount plus interest or (B) the Participant's retirement, whichever first occurs. Interest to May 1, 1966 shall be calculated at the rate of two percent (2%) compounded annually; interest from May 1, 1966 to January 1, 1971 shall be calculated at the rate of three and one-half percent (3½%) compounded annually; and interest from January 1, 1971 to December 31, 1975 shall be calculated at the rate of four and one-half percent (4½%) compounded annually. Interest from January 1, 1976 to December 31, 1987 shall be calculated at the rate of five percent (5%) compounded annually; and interest from January 1, 1988 at one hundred twenty percent (120%) of the Federal mid-term rate as at the beginning of the Plan Year compounded annually.

6.12 Supplemental Benefit.

- (a) The Board of Directors shall have the authority to cause a benefit, calculated in accordance with paragraph (b) below, to be paid to any one or more of the individuals identified in Schedule H. The supplemental benefit shall be in addition to any benefit payable under the Plan.
 - (b) The supplemental benefit shall be as specified herein for the individuals listed in Schedule H. Such payment shall be payable either in the form of an annuity
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described in paragraph (c) below, payable beginning at normal retirement date, or, at the election of the Participant, with spousal consent if necessary, in the form of a lump sum payment on the first day of any month following the sale of the Corporation's Buffalo facility and the completion of the applicable forms and waiting period as specified in Article 7.09. In lieu of lump sum payment as described above, the Participant may elect to commence his annuity at the same time the lump sum would have been payable.

- (c) The supplemental benefit shall be paid in accordance with Article 7.01(a) for an unmarried Participant or Article 7.01(b) for a married Participant, unless the Participant elects the following optional form of payment: cash lump sum. In order to derive the life annuity described by Article 7.01(a), the lump sum listed in Schedule H will be divided by a deferred annuity factor, using the PBGC interest rates - as described in Article 1.01. Article 7.01(b) annuities are derived by using the basis stipulated in Article 1.01. Early retirement annuities are the actuarial equivalent of normal retirement annuities using the immediate PBGC interest rate and the P 84 (0) mortality table as stated in Article 1.01.

6.13 Reemployment Following Commencement of Annuity Payments.

Notwithstanding any provisions of the Plan to the contrary, in the event a Participant who is in receipt of annuity payments is reemployed by the Company or an Affiliated Company, payment of such benefit payments shall continue. Upon the Participant's subsequent termination of employment with the Company and all Affiliated Companies, the Participant shall be entitled to an additional benefit based on the formula then in effect and his Years of Credited Service and Compensation earned after his date of reemployment, and such additional benefit shall be subject to and payable in accordance with the provisions of Article 7. In the event a Participant dies while in active service, the additional benefit shall be payable in accordance with Article 4.06 or Article 8 or 9, as applicable.

If any Participant continues to be employed by the Company or an Affiliated Company after his Normal Retirement Age, the following provisions shall apply, except with respect to the benefit determined in accordance with Article 4.

- (a) No benefits shall be paid for any month in which the Participant is credited with 40 or more Hours of Service.
 - (b) Department of Labor Regulation section 2530.203-3, including the notice procedures referred to in that section, shall be followed for any period beginning on or after the Participant's Normal Retirement Age in which the Participant is credited with 40 or more Hours of Service.
 - (c) Benefits shall be subject to and payable in accordance with the provisions of Article 7.
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ARTICLE 7: Form OF BENEFIT PAYMENT

7.01 Normal Form of Payment.

Unless a Participant has elected pursuant to Article 7.02 of the Plan that his vested Normal Retirement Benefit be paid in another form or to a Beneficiary other than his surviving Spouse, a Participant's vested Normal Retirement Benefit shall be paid in whichever of the following forms is applicable:

- (a) If the Participant does not have a Spouse at the time payment of his vested Normal Retirement Benefit commences, the vested Normal Retirement Benefit shall be payable in the form of a Life Annuity.
- (b) If the Participant has a Spouse at the time payment of the vested Normal Retirement Benefit commences, and the Participant terminates Service after attaining the earlier of his Normal Retirement Age or his Early Retirement Date, the Participant's vested Normal Retirement Benefit shall be payable in the form of a Qualified Joint and Survivor Annuity which is the Actuarial Equivalent of the vested Normal Retirement Benefit payable to the Participant as a Life Annuity.

Effective January 1, 2008, notwithstanding any provision hereof to the contrary, if a Participant is permitted, in accordance with Article 7.02, to elect to receive a benefit in the form of a lump sum payment, then in no event shall a Participant's benefit, as payable in the normal form determined in accordance with this Article 7.01, be less than the Actuarial Equivalent of the lump sum amount payable to the Participant in accordance with Article 7.02(b).

7.02 Optional Forms of Payment for All Benefits.

- (a) In lieu of the form of payment provided in Article 7.01, a Participant may elect in the manner prescribed by the Administrative Committee and during the election period described in paragraph (c) below of, a form of benefit payment provided under paragraph (b) below; provided, however, that any election, made by a Participant who has a Spouse, not to have payment of the Participant's benefits made in the form of a Qualified Joint and Survivor Annuity under Article 7.01(b), shall not be effective unless:
 - (i) The Spouse of the Participant consents in writing to the election; the election designates a specific Beneficiary, including any class of beneficiaries or any contingent beneficiaries, which may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further spousal consent); and the Spouse's consent acknowledges the effect of such election and is witnessed by a member of the Administrative Committee or a Notary Public. Additionally, a Participant's waiver of the Qualified Joint and Survivor Annuity shall not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further spousal consent).
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- (ii) If it is established to the satisfaction of the Administrative Committee that the required consent may not be obtained because there is no Spouse, because the Spouse cannot be located, or because of such other circumstances as provided in Treasury regulations under the applicable provisions of the Code, a waiver will be deemed a qualified election.
- (iii) The Participant elects an annuity form under paragraph (b)(ii) below with his Spouse as Beneficiary.

Any consent by a Spouse (or establishment that the consent of a Spouse may not be obtained) shall be effective only with respect to such Spouse. At any time during the election period described in Article 7.02(c), a Participant may, without the consent of the Participant's Spouse, revoke an election to have payment of the retirement benefit made in a form other than a Qualified Joint and Survivor Annuity.

- (b) In the event an election is validly made and in effect pursuant to paragraph (a) of the Plan not to receive payment of benefits in the normal form provided in Article 7.01, then the benefit payable to a Participant shall be the Actuarial Equivalent of the retirement benefit otherwise payable to the Participant in the form of a Life Annuity. A Participant may, in the form and manner prescribed by the Administrative Committee, elect any one of the following optional forms of payment:

- (i) a Life Annuity payable monthly to the Participant;
- (ii) an immediate joint and survivor annuity commencing on or after the Participant's Early Retirement Date, or date of termination of employment, if later, that provides a reduced monthly benefit payable to the participant for life and to a surviving named contingent annuitant for the lifetime of the contingent annuitant in an amount equal to 50 percent, 75 percent, or 100 percent (as elected by the Participant) of the amount payable during the Participant's lifetime;
- (iii) a 20-year certain and life annuity, as described in paragraph (d);
- (iv) a joint and survivor annuity with a 20-year certain and life guarantee, as described in paragraph (e);
- (v) a lump sum payment; provided the amount of the lump sum payment at the Annuity Starting Date exceeds \$5,000; or
- (vi) one-half (1/2) as a lump sum payment and one-half (1/2) as a Life Annuity or a joint and survivor annuity available under (ii).

A Participant may make separate elections of an optional form of benefit with respect to the portion of his benefit payable under Article 4 and the benefit payable under Article 6. However, both benefits together, as provided under Articles 4 and 6, must commence simultaneously.

- (c) Any election not to receive payment of benefits under the Plan in the normal form provided in Article 7.01 of the Plan shall be made at any time during the election
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period in writing. Any such election may be revoked in writing, and a new election made, at any time during the election period. The election period shall be the ninety (90) day period ending on the Annuity Starting Date.

- (d) A 20-year certain and life annuity is a reduced monthly benefit payable for the life of the Participant, and if he dies before receiving 240 monthly payments, payments shall continue to the Participant's designated Beneficiary until a total of 240 monthly payments have been made.
- (i) If a Beneficiary dies after payments begin to the Beneficiary, but before a total of 240 payments have been made to the Participant and the Beneficiary, the Actuarial Equivalent value of the remaining payments shall be paid in a single lump sum to the Beneficiary's estate.
 - (ii) If the Participant dies before receiving 240 monthly payments and there is no surviving designated Beneficiary, the Actuarial Equivalent value of the remaining payments shall be paid in a single lump sum to the Participant's estate.

In no event shall a Participant be entitled to elect a 20-year certain and life annuity if the guaranteed payment period exceeds the maximum period allowed under Treasury Regulation section 1.401(a)(9)-6.

- (e) A joint and survivor annuity with a 20-year certain and life guarantee is a reduced monthly benefit payable to the Participant for life and to a surviving named contingent annuitant for the lifetime of the contingent annuitant in an amount equal to 50 percent, 75 percent, or 100 percent (as elected by the Participant) of the amount payable during the Participant's lifetime. If the Participant and contingent annuitant both die before a total of 240 monthly payments have been made, the Plan shall pay a benefit equal to the Actuarial Equivalent value of the monthly survivor benefit payable to the contingent annuitant for a period equal to 240 minus the total number of monthly payment made to the Participant and the joint annuitant. This benefit shall be paid in a single lump sum to:
- (i) one or more Beneficiaries designated by the Participant; or
 - (ii) if there is no surviving designated Beneficiary, the estate of the Participant or contingent annuitant, whoever is the last to die.

In no event shall a Participant be entitled to elect a joint and survivor annuity with a 20-year certain and life guarantee if the guaranteed payment period exceeds the maximum period allowed under Treasury Regulation section 1.401(a)(9)-6.

7.03 Minimum Distributions and Limitation on Optional Forms of Payment.

- (a) Notwithstanding any other Plan provision, all distributions required under this Article 7.03 shall be determined and made in accordance with Sections 1.401(a)(9)-2 through 1.401(a)(9)-9 of the Treasury Regulations issued under Section 401(a)(9) of the Code, including the incidental death benefit provisions of Section 401(a)(9)(G) of the Code. Further, such regulations shall override any Plan provision that is
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inconsistent with Section 401(a)(9) of the Code. If a Participant dies after payments have commenced, any payments continuing on to his Spouse or Beneficiary shall be distributed at least as rapidly as under the method of distribution being used as of the Participant's date of death.

- (b) The following rules shall apply to all distributions:
- (i) Any additional benefits accruing to a Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.
 - (ii) If the Participant's benefit is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and non-spouse Beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain. If the Annuity Starting Date occurs in a calendar year which precedes the calendar year in which the Participant reaches age 70, in determining the applicable percentage, the Participant/Beneficiary's age difference is reduced by the number of years that the Participant is younger than age 70 on the employee's birthday in the calendar year that contains the Annuity Starting Date.
 - (iii) If the Participant's benefit is being distributed in the form of a period certain and life annuity option, the period certain may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date.
 - (iv) For purposes of this Article, the following definitions shall apply:
 - (A) Designated beneficiary. The individual who is designated as the beneficiary under Article 1.07 is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-4, Q&A-1, of the Treasury Regulations.
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- (B) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date.
- (C) Life Expectancy. Life expectancy as computed using the Single Life Table in Section 1.401(a)(9)-(9) of the Treasury Regulations.
- (D) Required beginning date. With respect to a Participant who is a 5-percent owner as defined in Section 416(i) of the Code, the April 1 of the calendar year following the calendar year in which the Participant attains age 70½ and, with respect to a Participant who is not a 5-percent owner, the April 1 following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires.

7.04 Notice to Married Participants.

No less than thirty (30) days and no more than ninety (90) days prior to the Annuity Starting Date, the Administrative Committee shall furnish any Participant who has a Spouse, by mail or personal delivery, with a written explanation of (a) the terms and conditions of the Qualified Joint and Survivor Annuity provided in Article 7.01 of the Plan, (b) the Participant's right to make, and the effect of, an election to waive the Qualified Joint and Survivor Annuity form of benefit, (c) the rights of the Participant's Spouse under Article 7.02(b) of the Plan to consent to a waiver of the Qualified Joint and Survivor Annuity form, and (d) the right to make, and the effect of, a revocation of an election to waive payment in the form of a Qualified Joint and Survivor Annuity. Within thirty (30) days following receipt by the Administrative Committee of a Participant's written request, the Participant shall be furnished an additional written explanation, in terms of dollar amounts, of the financial effect of an election not to receive the Qualified Joint and Survivor Annuity. For notices given in Plan Years beginning after December 31, 2006, such notification shall also include a description of how much larger benefits may be if the commencement of distributions is deferred. The Administrative Committee shall not be required to comply with more than one such request.

7.05 Mandatory Cashout of Small Benefits.

Notwithstanding any provision of the Plan to the contrary, in any case, a lump sum payment of Actuarial Equivalent value shall be made in lieu of all benefits in the event:

- (a) the Participant's Annuity Starting Date occurs on or after his Normal Retirement Date and the present value of his benefit determined as of his Annuity Starting Date amounts to \$5,000 or less, or
- (b) the Participant's Annuity Starting Date occurs prior to his Normal Retirement Date and the present value of his benefit determined as of his Annuity Starting Date amounts to \$1,000 or less.

In determining the amount of a lump sum payment payable under this paragraph, Actuarial Equivalent value shall mean a benefit, in the case of a lump sum benefit payable prior to a

Participant's Normal Retirement Date, of equivalent value to the benefit which would otherwise have been provided commencing at the Participant's Normal Retirement Date, or if larger, the benefit which would otherwise have been provided commencing at the earliest date he could have commenced payment. In the event the present value of a benefit exceeds \$1,000 upon its initial determination as to its present value, the present value of the benefit shall be redetermined annually as of the first day of each subsequent Plan Year. The determination as to whether a lump sum payment is due shall be made as soon as practicable following the Participant's termination of service. Any lump sum benefit payable shall be made as soon as practicable following the determination that the amount qualifies for distribution under the provisions of this paragraph. In no event shall a lump sum payment be made following the date pension payments have commenced as an annuity.

Notwithstanding any provision of the Plan to the contrary, a Participant who is entitled to a pension upon his termination of employment and who has not reached his Normal Retirement Date shall be entitled to elect to receive his pension in one lump sum of Actuarial Equivalent value to the pension payable at his Annuity Starting Date provided that the amount of the lump sum payment exceeds \$1,000 but does not exceed \$5,000 at the time of payment. The Participant may elect to receive the lump sum payment as soon as practicable following his termination of employment or as of the first day of any later month that precedes his Normal Retirement Date. Such election shall be made in accordance with such administrative rules as the Administrative Committee shall prescribe. Spousal Consent to the Participant's election of the lump sum is not required. A Participant who is entitled to elect a distribution under this paragraph shall not be entitled to receive payment in any other form of payment offered under the Plan.

7.06 Annuity Contract Nontransferable.

Any annuity contract distributed herefrom must be nontransferable.

7.07 Conflicts With Annuity Contracts.

The terms of any annuity contract purchased and distributed by the Plan to a Participant, Spouse or Beneficiary shall comply with the requirements of this Plan.

7.08 Rollovers.

- (a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Article 7.08, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
 - (b) The following definitions apply to the terms used in this Article 7.08:
 - (i) An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated
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beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities) and any distribution where all otherwise eligible distributions are expected to total less than \$200;

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (1) an individual retirement account or annuity described in Section 408(a) or (b) of the Code; (2) for taxable years beginning after December 31, 2001 and before January 1, 2007; to a qualified trust which is part of a defined contribution plan that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible; or (3) for taxable years beginning after December 31, 2006, to a qualified trust or to an annuity contract described in Section 403(b) of the Code, if such trust or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

- (ii) An "eligible retirement plan" is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, a Roth individual retirement account described in Section 408A of the Code (effective January 1, 2008), a qualified trust described in Section 401(a) of the Code, an annuity contract described in Section 403(b) of the Code, or an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan;
 - (iii) A "distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse; and
 - (iv) A "direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee.
- (c) Effective April 1, 2007, a distributee also includes a non-spouse Beneficiary. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Sections 408(a) or 408(b) of the Code ("IRA") that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11) of the
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Code. Also, in this case, the determination of any required minimum distribution under Section 401(a)(9) of the Code that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

In the event that the provisions of this Article or any part thereof cease to be required by law as a result of subsequent legislation or otherwise, this Article or any applicable part thereof shall be ineffective without the necessity of further amendments to the Plan.

7.09 Waiver of Thirty (30) Day Notice Period.

The notice required by Section 1.411(a)-11(c) of the Treasury Regulations must be provided to a Participant no less than thirty (30) days and no more than ninety (90) days before the Annuity Starting Date.

A Participant may, after receiving the notice required under Sections 411 and 417 of the Code, affirmatively elect to have his benefit commence sooner than 30 days following his receipt of the required notice, provided all of the following requirements are met:

- (i) the Plan Administrator clearly informs the Participant that he has a period of at least 30 days after receiving the notice to decide when to have his benefit begin, and if applicable, to choose a particular optional form of payment;
- (ii) the Participant affirmatively elects a date for benefits to begin, and if applicable, an optional form of payment, after receiving the notice;
- (iii) the Participant is permitted to revoke his election until the later of his Annuity Starting Date or seven (7) days following the day he received the notice;
- (iv) the Participant's Annuity Starting Date is after the date the notice is provided; and
- (v) payment does not commence less than seven (7) days following the day after the notice is received by the Participant.

Delayed Commencement of Normal Retirement Benefit.

- (a) Notwithstanding any provision hereof to the contrary, in the event a Participant's pension otherwise required to commence on the Participant's Normal Retirement Date is delayed because the Administrative Committee is unable to locate the Participant or for any other reason, the Administrative Committee shall commence payment within 90 days after the date the Participant is located. Unless the Participant elects an optional form of payment in accordance with the provisions of Article 7.02, payment shall be in the normal (automatic) form set forth in Article 7.01(a) or 7.01(b), as applicable to the Participant on his Annuity Starting Date. The pension payable to the Participant as of his Annuity Starting Date shall be of Actuarial Equivalent to the pension otherwise payable to the Participant on his Normal Retirement Date.

In the event a Participant whose pension is delayed beyond his Normal Retirement Date as described in the foregoing paragraph dies prior to his Annuity Starting Date, and is survived by a Spouse, the Spouse shall be entitled to receive a survivor

annuity under the provisions of Article 7.01(b), computed as Actuarial Equivalent of the pension otherwise payable to the Participant on his Normal Retirement Date.

For purposes of this paragraph (a), Actuarial Equivalent shall be determined in the same manner as provided in Article 6.07(b).

- (b) In lieu of the pension otherwise payable under paragraph (a) above, a Participant described in paragraph (a) above may elect to receive his pension as of his Normal Retirement Date in accordance with subparagraph (b)(i) or subparagraph (b)(ii) below:

(i) Annuity with Partial Lump Sum. A Participant may elect to receive a pension payable in the amount that would have been payable to the Participant if payments had commenced on the Participant's Normal Retirement Date ("retroactive Annuity Starting Date") in the form elected by the Participant; plus one lump sum payment equal to the sum of the monthly payments the Participant would have received during the period beginning on his Normal Retirement Date and ending with the month preceding his Annuity Starting Date, together with interest at the annual rate specified in Article 4.03(a)(v), compounded annually. The amount of such monthly payments shall be determined as of the Participant's Normal Retirement Date on the basis of the actual form of payment in which the Participant's pension is payable under Article 7.01 or 7.02, as applicable. The lump sum shall be paid on or as soon as practicable following the date the Participant's pension commences. An election under this subparagraph (b)(i) shall be subject to the following requirements:

- (A) The Participant's benefit, including any interest adjustment, must satisfy the provisions of Section 415 of the Code, both at the retroactive Annuity Starting Date and at the actual commencement date, except that if payments commence within 12 months of the retroactive Annuity Starting Date, the provisions of Section 415 of the Code need only be satisfied as of the retroactive Annuity Starting Date.
- (B) Spousal Consent to the retroactive Annuity Starting Date is required unless:
- (1) the amount of the survivor annuity payable to the spouse determined as of the retroactive Annuity Starting Date under the form elected by the Participant is no less than the amount the spouse would receive under the Qualified Joint and Survivor Annuity on the actual commencement date; or
 - (2) the Participant's spouse on his retroactive Annuity Starting Date is not his spouse on his actual commencement date and is not treated as his spouse under a qualified domestic relations order.
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(A) The Participant may not elect the lump sum optional form of payment under Article 7.02.

(i) Lump Sum Payment. A Participant shall receive payment of his pension in the form of one lump sum payment determined as if his Normal Retirement Date was his Annuity Starting Date ("retroactive Annuity Starting Date"). Such election shall be subject to the following requirements:

(A) the Participant's benefit, including any interest adjustment, must satisfy the provisions of Sections 415 of the Code, both at the retroactive Annuity Starting Date and at the actual commencement date;

(B) the lump sum payment shall not be less than the amount that would have been payable on the retroactive Annuity Starting Date if the lump sum amount had been calculated using the IRS Interest Rate and IRS Mortality Table in effect on the date of distribution;

(C) the lump sum payment shall be increased by an amount of interest credited at the annual rate specified in Article 4.03(a)(v) from the Participant's Normal Retirement Date to his actual commencement date; and

(D) Spousal Consent to the retroactive Annuity Starting Date is required unless the Participant's spouse on his retroactive Annuity Starting Date is not his spouse on his actual commencement date and is not treated as his spouse under a qualified domestic relations order.

A Participant may make an election under this paragraph (b) in accordance with such administrative rules as shall be prescribed by the Administrative Committee.

• **Limitation on Benefits In the Event of a Liquidity Shortfall.**

Notwithstanding any provisions of the Plan to the contrary, in the event the Plan has a liquidity shortfall within the meaning of Section 401(a)(32) of the Code, the Trustee shall, as directed by the Administrative Committee, cease payment during the period of such liquidity shortfall of (a) any payment in excess of the monthly amount payable under a single life annuity (plus any social security supplements described in Section 411(a)(9) of the Code) to any Participant or Beneficiary whose Annuity Starting Date occurs during such period, (b) any payment for the purchase of an irrevocable commitment from an insurer to pay benefits, or (c) any other payment specified in regulations promulgated under Section 401(a)(32) of the Code.

7.12 Limitations Based on Funded Status of the Plan.

Notwithstanding any provision of the Plan to the contrary, the following provisions shall apply as required by Section 436 of the Code effective for Plan Years beginning on or after January 1, 2010:

(a) Limitations Applicable if Plan's Adjusted Funding Target Attainment Percentage Is Less than 80%, but Not Less Than 60%. Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 80% (or would be less than 80% to the extent described in subparagraph

(ii) below) but is not less than 60%, then the limitations set forth in this Article 7.12 apply.

(i) 50% Limitation on Single Sum Payments, Other Accelerated Forms of Distribution, and Other Prohibited Payments. A Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, unless the present value of the portion of the benefit that is being paid in a prohibited payment does not exceed the lesser of:

- (A) 50% of the present value of the benefit payable in the optional form of benefit that includes the prohibited payment; or
- (B) 100% of the PBGC maximum benefit guarantee amount (as defined in Treasury regulations Section 1.436-1(d)(3)(iii)(C)).

The limitation set forth in this subparagraph (i) does not apply to any payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the Participant.

If an optional form of benefit that is otherwise available under the terms of the Plan is not available to a Participant or Beneficiary as of the annuity starting date because of the application of the requirement of this subparagraph (i), the Participant or Beneficiary is permitted to elect to bifurcate the benefit into unrestricted and restricted portions (as described in Treasury regulations Section 1.436-1(d)(3)(iii)(D)). The Participant or Beneficiary may also elect any other optional form of benefit otherwise available under the Plan at that annuity starting date that would satisfy the 50%/PBGC maximum benefit guarantee amount limitation described in this subparagraph (i), or may elect to defer the entire benefit in accordance with any general right defer commencement of benefits under the Plan.

(ii) Plan Amendments Increasing Liability for Benefits. No amendment to the Plan that has the effect of increasing liabilities of the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual, or changing the rate at which benefits become nonforfeitable shall take effect in a Plan Year if the adjusted funding target attainment percentage for the Plan Year is:

- (A) Less than 80%; or
 - (B) 80% or more, but would be less than 80% if the benefits attributable to the amendment were taken into account in determining the adjusted funding target attainment percentage.
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The limitation set forth in this subparagraph (ii) does not apply to any Plan amendment that provides a benefit increase under a Plan formula that is not based on compensation, provided that the rate of such increase does not exceed the contemporaneous rate of increase in the average wages of Participants covered by the amendment.

- (b) Limitations Applicable if Plan's Adjusted Funding Target Attainment Percentage Is Less than 60% . Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 60% (or would be less than 60% to the extent described in subparagraph (ii) below), then the limitations in this paragraph (b) apply.
- (i) Single Sums, Other Accelerated Forms of Distribution, and Other Prohibited Payments Not Permitted . A Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment. The limitation set forth in this subparagraph (i) does not apply to any payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the Participant.
- (ii) Shutdown Benefits and Other Unpredictable Contingent Event Benefits Not Permitted to Be Paid . An unpredictable contingent event benefit with respect to an unpredictable contingent event occurring during a Plan Year shall not be paid if the adjusted funding target attainment percent for the Plan Year is:
- (A) Less than 60%; or
- (B) 60% or more, but would be less than 60% if the adjusted funding target attainment percentage were redetermined applying an actuarial assumption that the likelihood of occurrence of the unpredictable contingent event during the Plan Year is 100%.
- (iii) Benefit Accruals Frozen . Benefit accruals under the Plan shall cease as of the applicable section 436 measurement date. In addition, if the Plan is required to cease benefit accruals under this subparagraph (iii), then the Plan is not permitted to be amended in a manner that would increase the liabilities of the Plan by reason of an increase in benefits or establishment of new benefits.
- (c) Limitations Applicable if the Plan Sponsor Is in Bankruptcy . Notwithstanding any other provisions of the Plan, a Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefits that includes a prohibited payment with an annuity starting date that occurs during any period in which the Plan sponsor is a debtor in a case under Title 11 of the United States Code, or similar federal or state law, except for payments made within
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a Plan Year with an annuity starting date that occurs on or after the date on which the enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100%. In addition, during such period in which the Plan sponsor is a debtor, the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, except for payments that occur on a date within a Plan Year that is on or after the date on which the enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100%. The limitation set forth in this paragraph (c) does not apply to any payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the Participant.

(d) Provisions Applicable after Limitations Cease to Apply.

- (i) Resumption of Prohibited Payments. If a limitation on prohibited payments under paragraph (a)(i), (b)(i), or (c) applied to the Plan as of a section 436 measurement date, but that limit no longer applies to the Plan as of a later section 436 measurement date, then that limitation does not apply to benefits with annuity starting dates that are on or after that later section 436 measurement date.
 - (ii) Resumption of Benefit Accruals. If a limitation on benefit accruals under paragraph (b)(iii) applied to the Plan as of a section 436 measurement date, but that limitation no longer applies to the Plan as of a later section 436 measurement date, then benefit accruals shall resume prospectively and that limitation does not apply to benefit accruals that are based on service on or after that later section 436 measurement date, except as otherwise provided under the Plan. The Plan shall comply with the rules relating to partial years of participation and the prohibition on double proration under Department of Labor regulations Sections 2530.204-2(c) and 2530.204-2(d).
 - (iii) Shutdown and Other Unpredictable Contingent Event Benefits. If an unpredictable contingent event benefit with respect to an unpredictable contingent event that occurs during the Plan Year is not permitted to be paid after the occurrence of the event because of the limitation of paragraph (b)(ii) above, but is permitted to be paid later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Treasury regulations Section 1.436-1(g)(5)(ii)(B)), then that unpredictable contingent event benefit shall be paid, retroactive to the period that benefit would have been payable under the terms of the Plan (determined without regard to paragraph (b)(ii) above). If the unpredictable contingent event benefit does not become payable during the Plan Year in accordance with the preceding sentence, then the Plan is treated as if it does not provide for that benefit and, thus, no unpredictable contingent event benefit shall be payable.
 - (iv) Treatment of Plan Amendments that Do Not Take Effect. If a Plan amendment does not take effect as of the effective date of the amendment
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because of the limitation of paragraphs (a)(ii) or (b)(iii), but is permitted to take effect later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Treasury regulations Section 1.4346-1(g)(5)(ii)(C)), then the Plan amendment must automatically take effect as of the first day of the Plan Year (or, if later, the original effective date of the amendment). If the Plan amendment cannot take effect during the same Plan Year, then it shall be treated as if it were never adopted, unless the Plan amendment provides otherwise.

- (e) Notice Requirement. The Administrative Committee, as the Plan administrator, shall comply with ERISA Section 101(j) regarding the requirement that the Plan administrator provide a written notice to participants and Beneficiaries within 30 days after certain specified dates if the Plan has become subject to a limitation described in paragraphs (a)(i), (b), or (c) above.
- (f) Methods to Avoid or Terminate Benefit Limitations. Curtiss-Wright Corporation, as the Plan sponsor, shall comply with Code Sections 436(b)(2), (c)(2), (e)(2), and (f), and Treasury regulations Section 1.436-1(f), regarding employer contributions and other methods to avoid or terminate the application of the limitations set forth in paragraphs (a) through (c) above for a Plan Year. In general, the methods a Plan sponsor may use to avoid or terminate one or more of the benefit limitations under paragraphs (a) through (c) above for a Plan Year include employer contributions and elections to increase the amount of Plan assets which are taken into account in determining the adjusted funding target attainment percentage, making an employer contribution that is specifically designated as a current year contribution that is made to avoid or termination application of certain of the benefit limitations, or providing security to the Plan.
- (g) Special Rules.
 - (i) Rules of Operation for Periods Prior to and after Certification of Plan's Adjusted Funding Target Attainment Percentage.
 - (A) In General. Code Section 436 and Treasury regulations Section 1.436-1(h) set forth a series of presumptions that apply for purposes of this Article 7.12:
 - (I) Before the enrolled actuary issues a certification of the Plan's adjusted funding target attainment percentage for the Plan Year; and
 - (II) If the enrolled actuary does not issue a certification of the Plan's adjusted funding target attainment percentage for the Plan Year before the first day of the tenth month of the Plan Year (or if the enrolled actuary issues a range certification for the Plan Year pursuant to Treasury regulations Section 1.436-1(h)(4)(ii) but does not issue a certification of the

specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year).

For any period during which a presumption under Code Section 436(h) and Treasury regulations Section 1.436-1(h) applies to the Plan, the limitations under paragraphs (a) through (c) above are applied to the Plan as if the adjusted funding target attainment percentage for the Plan Year were the presumed adjusted funding target attainment percentage determined under the rules of Code Section 436(h) and Treasury regulations Section 1.436-1(h)(1), (2), or (3). These presumptions are set forth in subparagraphs (B) through (D) below.

- (B) Presumption of Continued Underfunding Beginning First Day of Plan Year. If a limitation under paragraphs (a), (b), or (c) above applied to the Plan on the last day of the preceding Plan Year, then, commencing on the first day of the current Plan Year and continuing until the enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date subparagraphs (C) or (D) below apply to the Plan:
- (I) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the adjusted funding target attainment percentage in effect on the last day of the preceding Plan Year; and
 - (II) the first day of the current Plan Year is a section 436 measurement date.
- (C) Presumption of Underfunding Beginning First Day of Fourth Month. If the enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the fourth month of the Plan Year and the Plan's adjusted funding target attainment percentage for the preceding Plan Year was either at least 60% but less than 70%, or at least 80% but less than 90%, or is described in Treasury regulations Section 1.436-1(h)(2)(ii), then, commencing on the first day of the fourth month of the current Plan Year and continuing until the enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date subparagraph (D) below applies to the Plan:
- (I) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the Plan's adjusted funding target attainment percentage for the preceding Plan Year reduced by 10 percentage points; and
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- (II) The first day of the fourth month of the current Plan Year is a section 436 measurement date.
 - (D) Presumption of Underfunding on and after First Day of Tenth Month. If the enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the tenth month of the Plan Year (or if the enrolled actuary has issued a range certification for the Plan Year pursuant to Treasury regulations Section 1.436-1(h)(4)(ii) but has not issued a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year), then, commencing on the first day of the tenth month of the current Plan Year and continuing through the end of the Plan Year:
 - (I) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be less than 60%; and
 - (II) The first day of the tenth month of the current Plan Year is a section 436 measurement date.
 - (ii) New Plans, Plan Termination, Certain Frozen Plans, and Other Special Rules.
 - (A) First Five Plan Years. The limitations in paragraphs (a)(ii), (b)(ii), and (b)(iii) do not apply to a new plan for the first five Plan Year of the plan, determined under the rules of Code Section 436(i) and Treasury regulations Section 1.436-1(a)(3)(i).
 - (B) Plan Termination. The limitations on prohibited payments in paragraphs (a)(i), (b)(i), and (c) do not apply to prohibited payments that are made to carry out the termination of the Plan in accordance with applicable law. Any other limitations under this Article 7.12 do not cease to apply as a result of termination of the Plan.
 - (C) Exception to Limitations on Prohibited Payments under Certain Frozen Plans. The limitations on prohibited payments set forth in paragraphs (a)(i), (b)(i), and (c) do not apply for a Plan Year if the terms of the Plan, as in effect for the period beginning on September 1, 2005, and continuing through the end of the Plan Year, provide for no benefit accruals with respect to any Participant. This subparagraph (C) shall cease to apply as of the date any benefits accrue under the Plan or the date on which a Plan amendment that increases benefits takes effect.
 - (D) Special Rules Relating to Unpredictable Contingent Event Benefits and Plan Amendments Increasing Benefit Liability. During any period in which none of the presumptions under paragraph (g)(i) apply to the Plan and the enrolled actuary has not yet issued a certification of the Plan's adjusted funding target attainment percentage for the
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Plan Year, the limitations under paragraphs (a)(ii) and (b)(ii) shall be based on the inclusive presumed adjusted funding target attainment percentage for the Plan, calculated in accordance with the rules of Treasury regulations Section 1.436-1(g)(2)(iii).

- (iii) Special Rules under Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010 ("PRA 2010").
 - (A) Payments under Social Security Leveling Options. For purposes of determining whether the limitations under paragraphs (a)(i) or (b)(i) apply to payments under a Social Security leveling option, within the meaning of Code Section 436(j)(3)(C)(i), the adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years" under Code Section 436(j)(3) and any Treasury regulations or other published guidance thereunder issued by the Internal Revenue Service.
 - (B) Limitation on Benefit Accruals. For purposes of determining whether the accrual limitation under paragraph (b)(iii) applies to the Plan, the adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years" under Code Section 436(j)(3) (except as provided under Section 203(b) of PRA 2010, if applicable).
 - (iv) Interpretation of Provisions. The limitations imposed by this Article 7.12 shall be interpreted and administered in accordance with Code Section 436 and Treasury regulations under Section 1.436-1.
 - (h) Definitions. The definitions in the following Treasury regulations apply for purposes of paragraphs (a) through (g).
 - (i) Section 1.436-1(j)(1), defining adjusted funding target attainment percentage;
 - (ii) Section 1.436-1(j)(2), defining annuity starting date;
 - (iii) Section 1.436-1(j)(6), defining prohibited payment;
 - (iv) Section 1.436-1(j)(8), defining section 436 measurement date; and
 - (v) Section 1.436-1(j)(9), defining an unpredictable contingent event and an unpredictable contingent event benefit.
 - (i) Effective Date. The rules in this Article 7.12 are effective for Plan Years beginning after December 31, 2009. The requirements of Code Section 436 are hereby incorporated by reference in the Plan for earlier Plan Years beginning after December 31, 2007.
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ARTICLE 8: DEATH BENEFITS

8.01 Pre-Retirement Death Benefit.

- (a) If a Participant who has a vested interest in his retirement benefit dies before payment of his benefit commences, then his Beneficiary shall be entitled to receive a pre-retirement death benefit. For a Participant who was an Employee in active employment at the time of his death, the benefit shall be equal to the amount the Participant would have received pursuant to Article 6.01(a) and Article 6.01(b), if the benefit to which the Participant had been entitled at his date of death had commenced in the form of a one hundred percent (100%) joint and survivor annuity in the month next following the month in which his Normal Retirement Date had occurred (or next following the month in which his date of death occurred, if later); for a Participant who was not an Employee in active employment at the time of his death (including a Participant who was accruing benefits or receiving payments under Article 6.05), the benefit shall be equal to the amount the Participant would have received pursuant to Article 6.01(a) and Article 6.01(b), if the benefit to which the Participant had been entitled at his date of death had commenced in the form of a fifty percent (50%) joint and survivor annuity in the month next following the month in which his Normal Retirement Date had occurred (or next following the month in which his date of death occurred, if later). The benefit payable to the Beneficiary shall be reduced in accordance with Schedule A 1 to reflect its commencement prior to the Participant's Normal Retirement Date and on or after the Participant's 55th birthday if the Beneficiary elects early commencement. The benefit payable hereunder shall commence as of the first day of the month following the month in which the Participant's Normal Retirement Date would have occurred. However, the Participant's Beneficiary may elect to begin receiving payments as of the first day of any month following the Participant's death. If the Beneficiary elects to commence receipt of payment prior to the Participant's 55th birthday, the reduction for early commencement shall be the Actuarial Equivalent from age 65.
 - (b) The death benefit payable in accordance with this Article 8.01 shall be in addition to any death benefit payable in accordance with Article 4.06.
 - (c) Notwithstanding paragraphs (a) and (b) above, a lump sum payment of Actuarial Equivalent value shall be paid to the Beneficiary, without his or her consent, in lieu of the monthly benefit if the present value of the benefit payable as of the date payments commence to the Beneficiary amounts to \$5,000 or less. In the event the present value of a Beneficiary's benefit exceeds \$5,000 upon an initial determination as to its present value and distribution of the benefit is deferred, the present value of the Beneficiary's benefit shall be re-determined annually as of the first day of each subsequent Plan Year. The lump sum payment shall be made as soon as practicable following the Participant's date of death or such later date that a determination is made that the amount qualifies for distribution under this paragraph. In no event shall a lump sum payment be made following the date benefit payments have commenced to the Beneficiary as an annuity.
 - (d) In the event a Participant entitled to a death benefit under paragraph (a) dies with his estate as his Beneficiary, the death benefit shall be calculated assuming the
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Beneficiary is the same age as the Participant and, in lieu of the annuity form of payment, the death benefit shall be paid in one lump sum under Article 8.03.

- (e) Notwithstanding any provision to the contrary, if a Participant who has a vested interest in his retirement benefit dies after January 1, 2007 while performing qualified military service pursuant to the Heroes Earnings Assistance and Tax Relief Act of 2008 and before payment of his benefit commences, then that Participant shall be treated as an Employee in active service for purposes of this Article.
- (f) Notwithstanding paragraphs (a) and (b) above, in the event that a Participant has designated more than one Beneficiary to receive a pre-retirement death benefit, a lump sum payment of Actuarial Equivalent value shall be paid to the Beneficiaries, without their consent, in lieu of the monthly benefit in the proportion that such monthly benefit would have been paid to such Beneficiaries.

8.02 Post-Retirement Death Benefit.

Upon the death after retirement of a Participant who contributed for sixty (60) consecutive months ending August 31, 1994, and attained age fifty-five (55) on or before August 31, 1994, his Death Benefit shall be equal to:

- (a) \$1,000; plus
- (b) the greater of (i) his Compensation (on an annual basis) in effect on the January 1 next preceding his retirement date, reduced by $1/60^{\text{th}}$ of such amount on the first day of each month following his retirement date, and (ii) \$2,000; less
- (c) Any amounts under a Group Life Insurance Plan of the Company which were paid to such Participant during his lifetime or are payable by reason of his death.

8.03 Payment to Beneficiary.

Subject to Article 8.04, the Beneficiary entitled to a benefit pursuant to Article 8.01(a) may elect to receive the benefit in a lump sum, payable at the election of the Beneficiary, at any time following the Participant's death. In the event the Beneficiary is the Participant's estate or any other legal entity other than an individual, the death benefit shall automatically be paid in one lump sum.

The death benefit payable to a Beneficiary pursuant to Article 8.02 shall be paid in a lump sum as soon as practicable after the date of the Participant's death.

8.04 Required Distributions.

- (a) If a Participant dies after distribution of his interest in the Plan has commenced in accordance with Article 7 of the Plan, the remaining portion of the Participant's interest in the Plan shall be distributed at least as rapidly as the method of distribution being used as of the date of the Participant's death pursuant to Article 7 of the Plan.
 - (b) If the Participant dies before distribution of his interest in the Plan has commenced, the Participant's entire interest in the Plan shall be distributed no later than five (5)
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years after the date of the Participant's death except to the extent provided in paragraphs (i) or (ii) below:

- (i) if any portion of the Participant's interest in the Plan is payable to (or for the benefit of) a designated Beneficiary, distribution of the Participant's interest in the Plan may be made over the life of such designated Beneficiary (or over a period not extending beyond the life expectancy of such designated Beneficiary), commencing no later than one year after the date of such Participant's death or such later date as may be provided in Treasury Regulations under the applicable provisions of the Code; and
- (ii) if the designated Beneficiary is the Participant's surviving Spouse, the date on which the distributions are required to begin in accordance with paragraph (i) immediately above shall not be earlier than the date on which the Participant would have attained age seventy and one-half (70 1/2), and if the surviving Spouse dies before the distributions to such Spouse begin, subsequent distributions shall be made as if the surviving Spouse were the Participant.

(c) For purposes of this Article 8.04:

- (i) the life expectancy of the Participant and, if applicable, the Participant's Spouse (other than in the case of a Life Annuity) may be determined but not more frequently than annually, and
- (ii) any amount paid to a child shall be treated as if it had been paid to the surviving Spouse if such amount will become payable to the surviving Spouse when such child reaches the age of majority (or such other designated event permitted under Treasury Regulations).

8.05 Return of Contributions.

- (a) Upon receipt of proof, satisfactory to the Administrative Committee, of the death of a Participant, provided no other benefit is payable under the Plan on his account except as set forth in Article 8.05(b) below, the amount of his employee contributions at the time of the Participant's death which have not been distributed to the Participant shall be payable in one sum to his Beneficiary, if living.
 - (b) If the Participant's Beneficiary is the Participant's Spouse, the Spouse shall receive the amount of employee contributions which have not been distributed in one sum, in addition to, and without any reduction for, any other benefit the spouse is entitled to receive under any other provision of this Plan.
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ARTICLE 9: RETIREMENT BENEFITS UNDER COLLECTIVE BARGAINING AGREEMENTS

9.01 Eligibility for Employees Subject to a Collective Bargaining Agreement.

- (a) Each Employee whose employment is covered by a collective bargaining agreement to which the Company is a party and which provides for coverage under the Plan, who, on or after September 15, 1952, shall have attained the age of sixty-five (65), shall have completed ten (10) or more Years of Credited Service and shall have ceased active Service shall be a Participant and shall be entitled to receive a pension determined under this Article 9.
- (b) Effective January 1, 1976, an Employee to whom paragraph (a) applies and who begins employment with the Company five (5) or more years before the Normal Retirement Age shall be a Participant in the Plan and entitled to a benefit after reaching Normal Retirement Age based upon actual Years of Credited Service.
- (c) Effective January 1, 1989, each Employee to whom paragraph (a) applies who, on or after September 15, 1952, shall have completed five (5) or more Years of Credited Service shall be a Participant, and after ceasing active Service, shall be entitled to receive a pension benefit under the Plan regardless of the number of years of participation before retirement age.
- (d) Effective January 1, 2008, each Employee to whom paragraph (a) applies who, on or after September 15, 1952, shall have completed three (3) or more Years of Credited Service shall be a Participant, and after ceasing active Service, shall be entitled to receive a pension benefit under the Plan regardless of the number of years of participation before retirement age.
- (e) Notwithstanding any provision of this Plan to the contrary, an Employee whose employment is covered by a collective bargaining agreement to which the Company is a party and which provides for coverage under the Plan and who is hired or rehired by, or transferred to, the Company's Target Rock operations after December 31, 2013, shall not be eligible to participate in and accrue any benefits under the Plan while employed at such operations.

9.02 Amount, Form, and Commencement of Retirement Benefit.

The monthly amount of pension payable to a pensioner retired pursuant to the provisions of Article 9.01 of the Plan shall be as follows:

- (a) Normal Retirement.
 - (i) Wood-Ridge and Nuclear Facilities.

With respect to any such pensioner whose Credited Service was with the Wood-Ridge and Nuclear Facilities:

- (A) With benefits payable commencing prior to October 1, 1962, \$6.00 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1974 but prior to October 1, 1976, and \$6.25 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1976.
 - (B) With benefits payable commencing on and after October 1, 1962 and prior to October 1, 1965, \$6.25 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1974 but prior to October 1, 1976, and \$6.50 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1976.
 - (C) With benefits payable commencing on and after October 1, 1965 and prior to October 1, 1968, \$6.50 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1974 but prior to October 1, 1976, and \$6.75 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1976.
 - (D) With benefits payable commencing on and after October 1, 1968 and prior to October 1, 1971, \$7.50 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1974 but prior to October 1, 1976, and \$7.75 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1976.
 - (E) With benefits payable commencing on and after October 1, 1971 and prior to October 1, 1974, \$8.25 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1974 but prior to October 1, 1976, and \$8.50 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1976.
 - (F) With benefits payable commencing on and after October 1, 1974 and prior to October 1, 1976, \$9.00 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1974.
 - (G) With benefits payable commencing on and after October 1, 1976, \$10.00 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1976.
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(ii) Buffalo Facility.

With respect to any such pensioner whose Credited Service was with the Buffalo Facility:

- (A) With benefits payable commencing prior to October 1, 1962, \$4.75 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1969.
 - (B) With benefits payable commencing on or after October 1, 1962 and prior to October 1, 1965, \$5.00 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1969.
 - (C) With benefits payable commencing on or after October 1, 1965 and prior to October 1, 1968, \$5.25 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1969.
 - (D) With benefits payable commencing on or after October 1, 1968 and prior to October 1, 1971, \$6.25 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1970.
 - (E) With benefits payable commencing on or after October 1, 1971 and prior to October 1, 1973, \$6.25 multiplied by his Years of Credited Service for benefit payments due prior to February 1, 1972, becoming the sum of \$6.25 multiplied by his Years of Credited Service prior to January 1, 1972 and \$7.00 multiplied by his Years of Credited Service on and after January 1, 1972, for benefit payments due on and after February 1, 1972.
 - (F) With benefits payable commencing on or after October 1, 1973, the sum of \$6.50 multiplied by his Years of Credited Service prior to January 1, 1972 and \$7.00 multiplied by his Years of Credited Service on and after January 1, 1972.
 - (G) With benefits payable commencing on or after October 1, 1974, the sum of \$8.00 multiplied by his Years of Credited Service prior to January 1, 1972 and \$7.00 multiplied by his Years of Credited Service on and after January 1, 1972 for payments due on and after October 1, 1974.
 - (H) With benefits payable commencing on or after October 1, 1975, \$8.00 multiplied by his Years of Credited Service for payments due on and after October 1, 1975.
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- (I) With benefits payable commencing on or after November 1, 1977 and prior to November 1, 1978, the sum of \$8.00 multiplied by his Years of Credited Service prior to January 1, 1978 and \$9.00 multiplied by his Years of Credited Service on and after January 1, 1978.
- (J) With benefits payable commencing on or after November 1, 1978, the sum of \$8.00 multiplied by his Years of Credited Service prior to January 1, 1978 and \$10.00 multiplied by his Years of Credited Service on and after January 1, 1978.
- (K) With benefits payable commencing on or after November 2, 1980, the sum of:
 - (1) \$8.00 multiplied by his Years of Credited Service prior to January 1, 1978,
 - (2) \$10.00 multiplied by his Years of Credited Service from January 1, 1978 through November 1, 1980,
 - (3) \$11.00 multiplied by his Years of Credited Service from November 2, 1980 through November 1, 1981,
 - (4) \$12.00 multiplied by his Years of Credited Service on and after November 2, 1981 through May 4, 1985,
 - (5) \$13.00 multiplied by his Years of Credited Service on and after May 4, 1985 through July 23, 1993, and
 - (6) \$17.00 multiplied by his Years of Credited Service on and after July 24, 1993.

(iii) Curtiss-Wright Flight Systems, Inc. Facility.

With respect to any such pensioner whose Credited Service was with the Curtiss-Wright Flight Systems, Inc. Facility:

- (A) With benefits payable commencing prior to October 1, 1962, \$4.75 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1969.
 - (B) With benefits payable commencing on or after October 1, 1962 and prior to October 1, 1965, \$5.00 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1969.
 - (C) With benefits payable commencing on or after October 1, 1965 and prior to October 1, 1968, \$5.25 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1969.
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- (D) With benefits payable commencing on or after October 1, 1968, \$6.25 multiplied by his Years of Credited Service.

(iv) Marquette Metal Products Company.

With respect to any such pensioner whose Credited Service was with The Marquette Metal Products Company:

- (A) With benefits payable commencing prior to October 1, 1962, \$4.75 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1969.
 - (B) With benefits payable commencing on or after October 1, 1962 and prior to October 1, 1965, \$5.00 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1969.
 - (C) With benefits payable commencing on or after October 1, 1965 and prior to October 1, 1968, \$5.25 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1969.
 - (D) With benefits payable commencing on or after October 1, 1968 and prior to October 1, 1971, \$6.25 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after October 1, 1970.
 - (E) With benefits payable commencing on or after October 1, 1971 and prior to October 1, 1973, \$6.25 multiplied by his Years of Credited Service for benefit payments due prior to February 1, 1972, becoming the sum of \$6.25 multiplied by his Years of Credited Service prior to October 1, 1971 and \$7.00 multiplied by his Years of Credited Service on and after October 1, 1971 for benefit payments due on and after February 1, 1972.
 - (F) With benefits payable commencing on or after October 1, 1973, the sum of \$6.50 multiplied by his Years of Credited Service prior to October 1, 1971 and \$7.00 multiplied by his Years of Credited Service on and after October 1, 1971.
 - (G) With benefits payable commencing on or after October 1, 1974, the sum of \$7.50 multiplied by his Years of Credited Service prior to October 1, 1971 and \$7.50 multiplied by his Years of Credited Service on and after October 1, 1971.
 - (H) With benefits payable commencing on or after October 1, 1975, the sum of \$7.50 multiplied by his Years of Credited Service prior to October 1, 1971 and \$8.00 multiplied by his Years of Credited Service on and after October 1, 1971.
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- (l) With benefits payable commencing on or after October 1, 1976, the sum of \$7.50 multiplied by his Years of Credited Service prior to October 1, 1971 and \$9.00 multiplied by his Years of Credited Service on and after October 1, 1971 and \$10.00 multiplied by his Years of Credited Service on and after November 1, 1979.

(v) Target Rock Corporation.

With respect to any such pensioner whose Credited Service was with Target Rock Corporation, subsequently known as Curtiss-Wright Flow Control Corporation, and except as otherwise provided in Article 9.01(e):

- (A) With benefits commencing on or after June 1, 1967 and prior to October 1, 1968, \$6.25 multiplied by his Years of Credited Service, for any pension payments due for months commencing on and after February 1, 1972.
 - (B) With benefits payable commencing on or after October 1, 1968 and prior to October 1, 1971, \$7.25 multiplied by his Years of Credited Service, for any pension payments due for months commencing on and after February 1, 1972.
 - (C) With benefits payable commencing on or after October 1, 1971 and prior to June 1, 1975, his Years of Credited Service multiplied by \$6.25 for any pension payments due for months commencing on and after October 1, 1971 but prior to February 1, 1972 and by \$8.00 for any pension payments due for months commencing on or after February 1, 1972.
 - (D) With benefits payable commencing on or after June 1, 1975 and prior to May 1, 1977, \$9.00 multiplied by his Years of Credited Service for any pension payments due for months commencing on and after June 1, 1975.
 - (E) With benefits payable commencing on or after May 1, 1977, the sum of \$9.00 multiplied by his Years of Credited Service prior to May 1, 1977 and \$10.00 multiplied by his Years of Credited Service on and after May 1, 1977 for any pension payments due for months commencing on and after May 1, 1977.
 - (F) \$11.00 multiplied by his Years of Credited Service on or after May 1, 1981 for any pension payments due for months commencing on and after May 1, 1981, \$12.00 multiplied by his Years of Credited Service on and after May 5, 1982 for any pension payments due for months commencing on and after May 5, 1982, \$13.00 multiplied by his Years of Credited Service on and after May 7, 1984 for any pension payments due for months commencing on and after May 7, 1984, \$14.00 multiplied by his Years of Credited Service on and after May 6, 1985 for any pension payments due for months
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commencing on and after May 6, 1985, and \$15.00 multiplied by his Years of Credited Service on and after May 5, 1986 for any pension payments due for months commencing on and after May 5, 1986.

- (G) \$17.00 multiplied by his Years of Credited Service with Target Rock Corporation, now known as Curtiss-Wright Flow Control Corporation, on or after August 1, 1994 for any pension payments due for months commencing on or after August 1, 1994. The benefit under this subparagraph (G) is only available for those union members who did not elect to participate in the Curtiss-Wright Corporation Savings and Investment Plan.
 - (H) \$19.00 multiplied by his years of Credited Service with Curtiss-Wright Flow Control Corporation on or after August 1, 1997 for any pension payments due for months commencing on or after August 1, 1997;
 - (I) \$21.00 multiplied by his years of Credited Service with Curtiss-Wright Flow Control Corporation on or after August 1, 1998, for any pension payments due for months commencing on or after August 1, 1998;
 - (J) \$23.00 multiplied by his years of Credited Service with Curtiss-Wright Flow Control Corporation on or after January 1, 2001, for any pension payments due for months commencing on or after January 1, 2001;
 - (K) \$25.00 multiplied by his years of Credited Service with Curtiss-Wright Flow Control Corporation on or after January 1, 2002, for any pension payments due for months commencing on or after January 1, 2002;
 - (L) \$28.00 multiplied by his years of Credited Service with Curtiss-Wright Flow Control Corporation on or after January 1, 2003, for any pension payments due for months commencing on or after January 1, 2003.
 - (M) \$30.00 multiplied by his years of Credited Service with Curtiss-Wright Flow Control Corporation on or after January 1, 2004, for any pension payments due for months commencing on or after January 1, 2004.
 - (N) \$32.00 multiplied by his years of Credited Service with Curtiss-Wright Flow Control Corporation on or after January 1, 2005, for any pension payments due for months commencing on or after January 1, 2005.
 - (O) \$34.00 multiplied by his years of Credited Service with Curtiss-Wright Flow Control Corporation on or after January 1, 2006, for any pension payments due for months commencing on or after January 1, 2006.
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- (P) \$36.00 multiplied by his years of Credited Service with Curtiss-Wright Flow Control Corporation on or after January 1, 2007, for any pension payments due for months commencing on or after January 1, 2007.
- (Q) \$38.00 multiplied by his years of Credited Service with Curtiss-Wright Flow Control Corporation on or after January 1, 2008, for any pension payments due for months commencing on or after January 1, 2008.
- (R) \$41.00 multiplied by his years of Credited Service with Curtiss-Wright Flow Control Corporation on or after January 1, 2009, for any pension payments due for months commencing on or after January 1, 2009.
- (S) \$47.00 multiplied by his years of Credited Service with Curtiss-Wright Flow Control Corporation on or after January 1, 2012, for any pension payments due for months commencing on or after January 1, 2012.
- (T) \$49.00 multiplied by his years of Credited Service with Curtiss-Wright Flow Control Corporation on or after January 1, 2013, for any pension payments due for months commencing on or after January 1, 2013.
- (U) \$51.00 multiplied by his years of Credited Service with Curtiss-Wright Flow Control Corporation on or after January 1, 2014, for any pension payments due for months commencing on or after January 1, 2014.
- (V) \$54.00 multiplied by his years of Credited Service with Curtiss-Wright Flow Control Corporation on or after January 1, 2015, for any pension payments due for months commencing on or after January 1, 2015.

(vi) Metal Improvement Company, LLC - Columbus Division.

With respect to any such pensioner whose Credited Service is with the Metal Improvement Company, LLC - Columbus Division:

- (A) With benefits commencing on or after January 1, 1996, \$10.00 multiplied by his Years of Credited Service on or after January 1, 1996, for any pension payments due for months commencing on or after January 1, 1996;
 - (B) With benefits commencing on or after January 1, 2001, \$20.00 multiplied by his Years of Credited Service on or after January 1, 2001, for any pension payments due for months commencing after January 1, 2001.
 - (C) With benefits commencing on or after January 1, 2003, \$24 multiplied by his Years of Credited Service on or after January 1, 2003, or any pension payments due for months commencing after January 1, 2003.
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- (D) With benefits commencing on or after January 1, 2005, \$28.00 multiplied by his Years of Credited Service on or after January 1, 2005, or any pension payments due for months commencing after January 1, 2005.
- (E) With benefits commencing on or after January 1, 2009, \$33.00 multiplied by his Years of Credited Service on or after January 1, 2009, or any pension payments due for months commencing after January 1, 2009.

Service for vesting purposes shall commence January 1, 1996.

(vii) Metal Improvement Company, LLC - Vernon Division.

With respect to any such pensioner whose Credited Service was with the Metal Improvement Company, LLC - Vernon Division:

- (A) With benefits commencing on or after October 1, 1996, \$6.50 multiplied by his Years of Credited Service on or after October 1, 1996, for any pension payments due for months commencing on or after October 1, 1996.
 - (B) With benefits commencing on or after January 1, 2000, \$7.50 multiplied by his Years of Credited Service on or after January 1, 2000, for any pension payments due for months commencing on or after January 1, 2000.
 - (C) With benefits commencing on or after J January 1, 2001, \$8.50 multiplied by his Years of Credited Service on or after January 1, 2001, for any pension payments due for months commencing on or after January 1, 2001.
 - (D) With benefits commencing on or after January 1, 2002, \$9.50 multiplied by his Years of Credited Service on or after January 1, 2002, for any pension payments due for months commencing on or after January 1, 2002.
 - (E) With benefits commencing on or after January 1, 2005, \$12.50 multiplied by his Years of Credited Service on or after January 1, 2005, for any pension payments due for months commencing on or after January 1, 2005.
 - (F) With benefits commencing on or after January 1, 2006, \$15.00 multiplied by his Years of Credited Service on or after January 1, 2006, for any pension payments due for months commencing on or after January 1, 2006.
 - (G) With Benefits commencing on and after January 1, 2010, \$18.00 multiplied by his years of credited service on and after
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January 1, 2010, for any pension payments due for months commencing on and after January 1, 2010.

- (H) With benefits commencing on and after January 1, 2013, \$19.00 multiplied by his years of credited service on and after January 1, 2013, for any pension payments due for months commencing on and after January 1, 2013.

Service for vesting purposes shall commence October 1, 1996.

(viii) Metal Improvement Company, LLC - Addison Division.

With respect to any such pensioner whose Credited Service was with the Metal Improvement Company, LLC - Addison Division:

- (A) With benefits commencing on or after November 1, 1996, \$4.00 multiplied by his Years of Credited Service on or after November 1, 1996, for any pension payments due for months commencing on or after November 1, 1996.
 - (B) With benefits commencing on or after January 1, 2000, \$5.00 multiplied by his Years of Credited Service on or after January 1, 2000, for any pension payments due for months commencing on or after January 1, 2000.
 - (C) With benefits commencing on or after January 1, 2001, \$6.00 multiplied by his Years of Credited Service on or after January 1, 2001, for any pension payments due for months commencing on or after January 1, 2001.
 - (D) With benefits commencing on or after January 1, 2002, \$8.00 multiplied by his Years of Credited Service on or after January 1, 2002, for any pension payments due for months commencing on or after January 1, 2002.
 - (E) With benefits commencing on or after January 1, 2005, \$12.00 multiplied by his Years of Credited Service on or after January 1, 2005, for any pension payments due for months commencing on or after January 1, 2005.
 - (F) With benefits commencing on or after January 1, 2006, \$15.00 multiplied by his Years of Credited Service on or after January 1, 2006 for any pension payments due for months commencing on or after January 1, 2006.
 - (G) With benefits commencing on or after January 1, 2013, \$18.00 multiplied by his Years of Credited Service on or after January 1, 2013 for any pension payments due for months commencing on or after January 1, 2013.
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Service for vesting purposes shall commence November 1, 1996.

(ix) Metal Improvement Company, Inc. - Long Island Division.

With respect to any such pensioner whose credited service was with the Metal Improvement Company - Long Island Division:

- (A) With benefits commencing on or after April 1, 1998, \$3.00 multiplied by his years of credited service on or after April 1, 1998, for any pension payments due for months commencing on or after April 1, 1998.
- (B) With benefits commencing on or after January 1, 2003, \$6.00 multiplied by his years of credited service on or after January 1, 2003, for any pension payments due for months commencing on or after January 1, 2003.
- (C) With benefits commencing on or after January 1, 2006, \$9.00 multiplied by his years of credited service on or after January 1, 2006, for any pension payments due for months commencing on or after January 1, 2006.
- (D) With benefits commencing on or after January 1, 2008, \$12.00 multiplied by his years of credited service on or after January 1, 2008, for any pension payments due for months commencing on or after January 1, 2008.
- (E) With benefits commencing on or after January 1, 2010, \$15.00 multiplied by his years of credited service on or after January 1, 2010, for any pension payments due for months commencing on or after January 1, 2010.
- (F) With benefits commencing on or after January 1, 2012, \$18.00 multiplied by his Years of Credited Service on or after January 1, 2012 for any pension payments due for months commencing on or after January 1, 2012.

Service for vesting purposes shall commence April 1, 1998.

(x) Metal Improvement Company, Inc. - Wakefield Division.

With respect to any such pensioner whose credited service was with the Metal Improvement Company - Wakefield Division:

- (A) With benefits commencing on or after June 1, 1999, \$8.00 multiplied by his years of credited service on or after January 1, 1999, for any pension payments due for months commencing on or after June 1, 2001.
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- (B) With benefits commencing on or after January 1, 2001, \$10.00 multiplied by his years of credited service on or after January 1, 2001, for any pension payments due for months commencing on or after January 1, 2001.
- (C) With benefits commencing on or after January 1, 2003, \$13.00 multiplied by his years of credited service on or after January 1, 2003, for any pension payments due for months commencing on or after January 1, 2003.

Service for vesting purposes shall commence June 1, 1999.

(xi) Metal Improvement Company - Lynwood Division:

With respect to any such pensioner whose credited service was with the Metal Improvement Company - Lynwood Division:

- (A) With benefits commencing on or after May 1, 2001, \$6.50 multiplied by his years of credited service on or after May 1, 2001, for any pension payments due for months commencing on or after May 1, 2001.
 - (B) With benefits commencing on or after January 1, 2007, \$10.00 multiplied by his years of credited service on or after January 1, 2007, for any pension payments due for months commencing on or after January 1, 2007.
 - (C) With benefits commencing on or after January 1, 2010, \$14.00 multiplied by his years of credited service on or after January 1, 2010, for any pension payments due for months commencing on or after January 1, 2010.
 - (D) With benefits commencing on or after January 1, 2013, \$16.00 multiplied by his Years of Credited Service on or after January 1, 2013 for any pension payments due for months commencing on or after January 1, 2013.
 - (E) With benefits commencing on or after August 1, 2013, \$18.00 multiplied by his Years of Credited Service on or after August 1, 2013, for any pension payments due for months commencing on or after August 1, 2013.
 - (F) With benefits commencing on or after August 1, 2014, \$19.00 multiplied by his Years of Credited Service on or after August 1, 2014, for any pension payments due for months commencing on or after August 1, 2014.
 - (G) With benefits commencing on or after August 1, 2015, \$20.00 multiplied by his Years of Credited Service on or after August 1, 2015,
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for any pension payments due for months commencing on or after August 1, 2015.

Service for vesting purposes shall commence May 1, 2001.

(b) Early Retirement.

- (i) On or after January 1, 1989 any Participant described in Article 9.01 who has attained age fifty-five (55), but not age sixty-five (65), and who has five (5) or more Years of Credited Service (three (3) or more Years of Credited Service for purposes of vesting effective January 1, 2008) may retire at his option, and for any such Participant who retires with benefits which first could commence on or after October 1, 1965, the monthly pension payable to him shall be either:
 - (A) a pension commencing at age sixty-five (65) determined in accordance with Article 9.02(a) of the Plan and based upon his Credited Service at the time of his early retirement, or
 - (B) a pension commencing on the first day of the month selected by him at the time of his early retirement which is after such retirement and prior to age sixty-five (65), in an amount equal to the amount that would have been payable at age sixty-five (65) on the basis of his Credited Service at the time of early retirement, multiplied by the applicable percentage set forth in Schedule F.
 - (i) A Participant who retires under the provisions of paragraph (a)(v) and this paragraph (b) may elect to have his pension benefit otherwise payable to him under the provisions of paragraph (a)(v) or (e), as applicable, adjusted as follows:
 - (A) With respect to months for which a benefit is payable to the Participant up to and including the month he attains age 62, his pension benefit shall be equal to the sum of his benefit determined under paragraph (a)(v) or the reduced amount of such pension if he has a survivor benefit in accordance with paragraph (e), plus \$100.00 reduced by 45/100 of 1% for each complete calendar month by which he is under age 62 at the date such early retirement benefits commence.
 - (B) With respect to months for which a benefit is payable to him following his attainment of age 62, an amount equal to the amount specified in (A) hereof less \$100.00.
 - (C) Such election shall be made within the 90-day election period preceding the Participant's Annuity Starting Date and in accordance with such administrative rules as the Administrative Committee shall prescribe in accordance with applicable law.
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(c) Total and Permanent Disability Retirement.

- (i) A Participant described in Article 9.01 with at least five (5) Years of Credited Service (three (3) Years of Credited Service for purposes of vesting effective January 1, 2008) who is actually at work for the Company or is on an Company-approved Leave of Absence on or after January 1, 1989, who subsequent to September 15, 1952 becomes totally and permanently disabled prior to attaining age sixty-five (65), shall be eligible for a disability pension as hereinafter provided.
 - (ii) An Participant shall be deemed to be totally and permanently disabled, for purposes of this paragraph when on the basis of medical evidence satisfactory to the Company he is found to be wholly and permanently prevented from engaging in any occupation or employment for wage or profit as a result of bodily injury or disease, either occupational or non-occupational in cause, provided, however, that no Employee shall be deemed to be totally and permanently disabled for the purposes of the Plan if his disability resulted from an intentional self-inflicted injury, or a hostile act of a foreign power, or resulted from service in the Armed Forces of any country, unless his benefits could first commence on or after January 1, 1989, and he has accumulated five (5) Years of Credited Service since such hostile act or since leaving service in such Armed Forces.
 - (iii) The monthly pension payable to a disability pensioner shall be in accordance with Article 9.02(a) of the Plan, based on Credited Service at the date of disability.
 - (iv) In addition to the monthly pension provided for in subparagraph (iii), there shall be payable to a disability pensioner during the continuance of his total and permanent disability, until he attains age sixty-five (65), or, if earlier, until the date at which such disability pensioner becomes or could have become entitled to an unreduced Federal Social Security benefit for age or for disability, a monthly amount equal to:
 - (A) \$5.20 multiplied by his Years of Credited Service at the date of disability, but not more than \$130, with respect to a monthly pension that first could commence prior to October 1, 1968,
 - (B) \$6.00 multiplied by his Years of Credited Service at the date of disability, but not more than \$150, with respect to a monthly pension that first could commence on or after October 1, 1968, and
 - (C) \$10.00 multiplied by his Years of Credited Service at the date of disability, but not more than \$250, with respect to a monthly pension that first could commence on or after March 1, 1978.
 - (v) Any disability pensioner may be required to submit to medical examination at any time during retirement prior to age sixty-five (65), but not more often than semi-annually, to determine whether he is eligible for continuance of
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the disability pension. If, on the basis of such examination, it is found that he is no longer disabled or if he engages in gainful employment, except for purposes of rehabilitation as determined by the Company, his disability pension will cease. In the event the disability pensioner refuses to submit to medical examination, his pension will be discontinued until he submits to examination.

- (i) In the event a Participant in receipt of a pension under this paragraph (c) dies prior to his Normal Retirement Date, a survivor annuity shall be payable to his spouse provided the Participant had been married to his Spouse for at least one (1) year immediately prior to his date of death. In such event the survivor annuity shall be equal to the survivor benefit that would have been payable to the Spouse under paragraph (e)(iii) if such coverage had been in effect on the day preceding the Participant's date of death.

(d) Retention of Deferred Pension.

- (i) A Participant described in Article 9.01 who loses Credited Service in accordance with Article 9.03(c) of the Plan prior to the age at which he is eligible for early retirement in accordance with Article 9.02(b) of the Plan, shall be eligible for a deferred pension; provided, that:
 - (A) If such loss was on or after September 15, 1957 and prior to September 30, 1962, such Participant then had at least twenty (20) Years of Credited Service; or
 - (B) If such loss was on or after September 30, 1962 and prior to September 30, 1965, such Participant either:
 - (1) then had at least ten (10) Years of Credited Service and had attained his fortieth (40th) birthday; or
 - (2) then had at least twenty (20) Years of Credited Service accrued through (i) the calendar year 1962 or (ii) the date of his loss of Credited Service, whichever is earlier; or
 - (C) If such loss was on or after September 30, 1965, such Employee then had at least ten (10) Years of Credited Service; or
 - (D) If such loss was on or after January 1, 1989, such Employee then had at least five (5) Years of Credited Service.
 - (ii) The monthly amount of such deferred pension commencing at age sixty-five (65) for Employees eligible therefor in accordance with Article 9.02(a) of the Plan shall be as shown in Schedule G 1 for the Wood-Ridge Facility, Schedule G 2 for the Buffalo Facility, Schedule G 3 for the Curtiss-Wright Flight Systems Facility, and Schedule G 4 for the Target Rock Facility. The deferred pension rates for Marquette Metal Products Company facility are the same rates as shown in Article 9.02(a)(iv) for the Marquette Metal Products Company facility.
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- (iii) For Employees who became eligible for a deferred pension before January 1, 1976:

Upon written request to the Company by a Participant eligible for a deferred pension in accordance with this paragraph, such deferred pension shall be payable on the first day of the month following the later of (A) the month in which such Participant attains age sixty-five (65), or effective October 1, 1962, age sixty (60), or (B) the month during which the Company receives such written request, provided, that any deferred pension commencing after age sixty (60) and prior to age sixty-five (65) and shall be the amount in accordance with Article 9.02(a) of the Plan, reduced in accordance with the early retirement factors set forth in Schedule D for each complete calendar month by which such Participant is under the age of sixty-five (65) at the time such deferred pension commences. The written request must be received by the Company not earlier than sixty (60) days prior to his sixtieth (60th) birthday.

- (iv) For Participants who became eligible for a deferred pension on or after January 1, 1976:

Such deferred pension benefit shall be payable on the first day of the month following the later of (A) the month in which such Participant attains age fifty-five (55), or (B) sixty (60) days from the date the Company receives such written request; provided that any deferred pension benefit commencing after age fifty-five (55) and prior to age sixty-five (65) shall be the amount in accordance with Article 9.02(a) of the Plan, reduced in accordance with the early retirement factors set forth in Schedule D for each complete calendar month by which such Participant is under the age of sixty-five (65) at the time such deferred pension commences. The written request must be received by the Company not earlier than sixty (60) days prior to his fifty-fifth (55th) birthday.

(e) Optional Survivor Benefit Election.

- (i) A Participant who has attained age fifty-five (55), retiring with benefits payable commencing on or after January 1, 1989, in accordance with the normal, early or total and permanent disability retirement provisions of this Article, or a Participant who loses Seniority on or after January 1, 1989 and is eligible for a deferred pension benefit in accordance with paragraph (d), will, unless waived, receive an adjusted amount of monthly pension benefit to provide that, if his or her designated Spouse shall be living at his or her death, after the survivor benefit becomes effective, a survivor benefit shall be payable to such Spouse during his or her further lifetime.

- (A) The Participant may designate as a beneficiary of a survivor benefit only the person who is his or her Spouse at such time and who has been his or her Spouse for at least one (1) year immediately prior to
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the date of benefit commencement. Such designation must be accompanied by proof of marriage and date of birth of Spouse.

In the event a married Participant has been married to his spouse for less than one year on his Annuity Starting Date, he shall nevertheless be treated as having been married for one year for purposes of applying the provisions of this paragraph (e); provided, however, that no right or benefit shall vest to any spouse until the date on which the Participant has been married to such spouse for one year. In the event of the death of the Participant's Spouse or divorce of the Participant and his Spouse prior to the first anniversary of the date of marriage, the Participant shall be treated as unmarried as of the first day of the month following the date of death or divorce, and payment thereafter shall be made in accordance with the provisions of paragraph (a). No adjustments will be made to amounts previously paid to the Participant. In the event of divorce or death of the Participant prior to the first anniversary of the date of marriage, the surviving Spouse shall lose any rights under the provisions of this paragraph (e).

- (B) A Participant who is entitled to a total and permanent disability benefit prior to attaining age sixty-five (65) shall have such benefit adjusted to provide a survivor benefit, if not waived, effective the first day of the month following his sixty-fifth (65th) birthday.
 - (C) A survivor benefit shall be irrevocable at or after its effective date, if the Participant and the designated Spouse both shall be living at such time.
 - (D) The survivor benefit shall become effective, if not waived, on the commencement date of the Participant's monthly benefit and payable on and after the first day of the month following the pensioner's death.
- (ii) For a Participant receiving a pension benefit with a survivor benefit adjustment in accordance with paragraph (i), the reduced amount of his monthly pension benefit referred to in paragraph (i) shall be equal to an amount determined by multiplying the monthly pension benefit otherwise payable to the Employee by ninety percent (90%), if the Participant's age and his designated Spouse's age are the same (the age of each for the purposes hereof being the age at his or her last birthday prior to the effective date of the survivor benefit); or, if such ages are not the same, such percentage shall be increased by one-half of one percent (1/2%), up to a maximum of one hundred percent (100%), for each year that the designated Spouse's age exceeds the Participant's age, and shall be decreased by one-half of one percent (1/2%) for each year that the designated Spouse's age is less than the Participant's age.
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- (iii) The survivor benefit payable in accordance with paragraph (i) to the surviving Spouse of a retired Participant who dies after such benefit becomes effective shall be a monthly benefit for the further lifetime of such surviving Spouse equal to one hundred percent (100%) (fifty-five percent (55%) prior to January 1, 2008) of the reduced amount of such Participant's monthly pension benefit as determined in accordance with Article 9.02(a) of the Plan for any such Participant with benefits payable commencing on or after October 1, 1965.
- (iv) Effective August 23, 1984, a survivor benefit, if not waived, in the form of a Qualified Preretirement Survivor Annuity shall be paid to a surviving Spouse of a vested active Participant not eligible for early retirement, or of a vested deferred Participant who was credited with at least one (1) Hour of Service subsequent to August 22, 1984 and is not eligible for early retirement, commencing at the date the Participant would have been eligible for early retirement, and the amount of the pension otherwise payable to the Participant shall be reduced in accordance with the tables below.

*For Coverage While The
Participant's Age Is*

	<u>Monthly Percentage</u>
under 35	0.01%
35 - 45	0.02%
45 - 54 and 11 months	0.04%

Notwithstanding the above, the reduction for coverage for the Qualified Preretirement Survivor Annuity shall be eliminated on and after January 1, 2006 with respect to any Participant or surviving spouse whose Annuity Starting Date had not occurred as of December 31, 2005.

- (v) Effective August 23, 1984, a survivor benefit, may not be waived by the participant without the consent of the Participant's Spouse. Such consent for a waiver must be in writing and either notarized or witnessed by a member of the Board of Administration. Notwithstanding this consent requirement, if the Participant establishes to the satisfaction of the Board of Administration that such written consent cannot be obtained because:
 - (A) there is no Spouse;
 - (B) the Spouse cannot be located; and
 - (C) of other circumstances if the Secretary of the Treasury may by regulation prescribe the participant's election to waive coverage will be considered valid if made within the Applicable Election Period.
 - (vi) In the event the Normal form survivor benefit provided for in Article 9.02(e)(iii) is properly waived, the benefit payable to a Participant shall be the Actuarial Equivalent of the retirement benefit otherwise payable to the Participant in the form of a Life Annuity. A Participant may, in the form and
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manner prescribed by the Administrative Committee, further elect a monthly benefit payable to the Participant for his or her lifetime and for the further lifetime of such surviving Spouse equal to fifty percent (50%) of the reduced amount of such Participant's monthly pension benefit as determined in accordance with Article 9.02(a) of the Plan.

(f) Participants Not Actively at Work.

The absence of a Participant from active work at the time he would be eligible to retire under the Plan shall not preclude his retirement without return to active work, provided that such absence is due to lay-off, medical leave or other Company approved leave of absence commencing subsequent to September 15, 1952 and provided there has been no loss of Credited Service.

(g) Pension Payments.

- (i) Pensions shall be paid monthly. The first monthly payment of an Participant's pension other than for total and permanent disability shall be on the first day of the month following the month in which the Participant actually retires or, in the case of early retirement, the later date selected by the Employee in accordance with paragraph (b)(i) or (ii), and the pension shall be payable monthly during his lifetime thereafter.
 - (ii) Total and permanent disability pensions shall be payable to the disability pensioner (A) on the first day of the month following the date the required proof of such disability is received by the Company, or (B) the first day of the month following the completion of a period of total and permanent disability of six (6) months, whichever is later, and thereafter shall be payable monthly during the continuance of total and permanent disability while he remains eligible for such benefits.
 - (iii) In determining the pension payable to any pensioner, a deduction shall be made equivalent to all or any part of the following benefits payable to such pensioner by reason of any law of the United States, or any political subdivision thereof, which has been or shall be enacted; provided, that such deduction shall be to the extent that such benefits have been provided by premiums, taxes or other payments paid by or at the expense of the Company:
 - (A) Workers' Compensation (except fixed statutory payments for loss of any bodily member); provided, however, that this subparagraph shall not be applicable with respect to the monthly pension payable to any pensioner for months commencing on and after October 1, 1965 except as provided in subparagraph (C) below.
 - (B) Disability benefits, other than a Primary Insurance Amount payable under the Federal Social Security Act as now in effect or as hereafter amended, or a benefit specified in subparagraph (ii) above.
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- (C) Workers' Compensation (including hearing, pulmonary, ocular, and other occupational disease and accident claims, but excluding statutory payments for loss of any physical or bodily members such as a leg, arm or finger) for Workers' Compensation awards granted subsequent to March 1, 1978, for Wood-Ridge and Nuclear, January 9, 1978 for Caldwell facility, May 5, 1978 for Target Rock, and August 1, 1988 for Buffalo.

(h) Death Benefits.

- (i) If a Participant who has a vested interest in his retirement benefit dies before payment of his benefits commence, then his surviving spouse shall be entitled to receive a benefit under this Article 9.02. The benefit shall be equal to the amount the Participant would have received pursuant to this Article 9.02, if the benefit to which Participant had been entitled at his date of death had commenced in the form described in paragraph (e) of a joint and survivor annuity in the month next following the month in which his Normal Retirement Date had occurred (or next following the month in which his date of death occurred, if later). The benefit payable hereunder shall commence as of the first day of the month following the later of the Participant's Normal Retirement Date would have occurred. However, the Participant's Spouse may elect to begin receiving payments as of the first day of any earlier month following the later of the month in which occurs the Participant's death or the date the Participant would have attained age 55. If the Beneficiary elects to commence receipt of payment prior to the Participant's 55th birthday, the reduction for early commencement shall be the Actuarial Equivalent from age 65.

The benefit payable to the Spouse shall commence on the Participant's Normal Retirement Date or his date of death, if later. However, if the Participant had met the requirements for an early retirement benefit or was in receipt of payments under paragraph (c) upon his date of death, the Spouse may elect to commence payment as of the first day of any earlier month following the Participant's date of death. In the case of any other Participant, the Spouse may elect to commence payment as of the first day of any earlier month following the later of the Participant's 55th birthday or his date of death.

In any case in which the surviving Spouse's benefit commences prior to the Participant's Normal Retirement Date, the amount of the surviving Spouse's benefit shall be adjusted to reflect a reduction for early commencement equivalent to the reduction that would have been applied in determining the amount of the Participant's pension under the provisions of paragraph (b) or (d), as applicable, had the Participant begun to receive his pension as of such commencement date. No reduction shall apply if the Participant died while in receipt of payments under paragraph (c).

- (ii) Upon the death of a pensioner who retired with benefits which first could commence on or after October 1, 1965 in accordance with the early, normal,
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automatic, or total and permanent disability retirement provisions of the Plan, the lump sum death benefit under the Plan shall be \$1,000, reduced by any amounts under a Group Life Insurance Plan of the Company which were paid to the pensioner during his lifetime or are payable by reason of his death.

Notwithstanding any provision in this Plan to the contrary, a pensioner whose Credited Service was with the Buffalo Facility, the death benefit shall be increased to \$2,000 effective September 1, 1994 and \$3,000 effective September 1, 1995.

- (iii) Payment of the death benefit after retirement shall be made in a lump sum to a surviving beneficiary designated by the pensioner or, otherwise, to his estate.
- (iv) There shall be no lump sum death benefit under the Plan at any time by reason of the death of a Participant eligible for, or in receipt of, a deferred pension as provided for in Article 9.02(d) of the Plan.
- (i) Metal Improvement Company, LLC - Columbus Division. The following provisions shall apply to any Participant described in Section 9.01 who, as of April 2, 2012, is employed at the Columbus, Ohio facility of Metal Improvement Company, LLC and represented for purposes of collective bargaining by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local Union No. 1588 (a "Columbus Participant").
 - (i) Each Columbus Participant shall be 100% vested in his benefits without regard to his Vesting Years of Service.
 - (ii) For purposes of determining all benefits payable under the Plan, the Credited Service for any Columbus Participant shall include the period through December 31, 2013.
 - (iii) For purposes of determining eligibility for early retirement benefits under Article 9.02(b), any Columbus Participant who attains age 55 before December 31, 2013 shall be deemed to be age 55 on April 2, 2012, provided that in no event shall any such Columbus Participant be entitled to receive a pension commencing before the first day of the month following his 55th birthday.

9.03 Credited Service.

The following provisions shall apply to Participants to whom Article 9.01 of the Plan applies:

- (a) Credited Service Prior to September 15, 1952.
 - (i) Credited Service prior to September 15, 1952 shall be computed to the nearest one-tenth (1/10) year and shall be the sum of:
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- (A) the number of years following the Participant's Seniority date with the Company and preceding September 15, 1952, plus
- (B) any period or periods of Service as an hourly or salaried employee of the Company preceding the Participant's Seniority date with the Company, provided that if there was an interval equal to two (2) years or more between periods of employment with the Company beginning with the last day of active Service in the employment immediately preceding such interval, no Service prior to such interval shall be counted, except this provision shall not apply to any such interval commencing on or after August 1, 1945, and ending on or before December 31, 1949.

(b) Credited Service Subsequent to September 15, 1952.

- (i) Subparagraph (A) shall be applicable for the period of time prior to January 1, 1976. Subparagraphs (B) and (C) shall be applicable to the period of time subsequent to January 1, 1976.
 - (A) For purposes of vesting and for purposes of accrual of benefits prior to January 1, 1976, Credited Service, commencing with September 15, 1952 and thereafter, shall be computed for each calendar year for each Participant on the basis of total hours compensated by the Company during such calendar year and prior to his attaining age sixty-eight (68). Any calendar year in which the Employee has one thousand seven hundred (1,700) or more compensated hours shall be counted a full calendar year. Where his total hours compensated during a calendar year are less than one thousand seven hundred (1,700) hours, a proportionate credit shall be given to the nearest one-tenth (1/10) of a year. For the calendar year 1952, no more than a year's credit will be given including credit for Service prior to September 15, 1952.
 - (B) For the purpose of vesting only, Credited Service commencing with January 1, 1976 shall be computed for each calendar year for each Participant on the basis of total hours compensated by the Company during such calendar year. Any calendar year in which the Participant has one thousand (1,000) or more compensated hours shall be counted a full calendar year. Where his total hours compensated during a calendar year are less than one thousand (1,000) hours, a proportionate credit shall be given to the nearest one-tenth (1/10) of a year.
 - (C) For the purpose of accrual of benefits after January 1, 1976, subparagraph (A) shall continue to apply.
 - (ii) For the purpose of computing Credited Service, hours of pay at premium rate shall be computed as straight time hours.
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- (iii) For the purpose of computing compensated hours under subparagraph (i) of this Article 9.03(b), a Participant who, after September 15, 1952, shall be absent from work because of occupational injury or disease incurred in the course of his employment with the Company, and on account of such absence receives Workers' Compensation while on Company approved Leave of Absence, shall be credited with the number of hours that he would have been regularly scheduled to work during such absence, provided that no Participant shall be credited with Service under this paragraph after retirement.
- (iv) Any Employee who may be transferred subsequent to September 15, 1952 from employment that is not eligible for the benefits of the Plan, to employment that is eligible for such benefits, shall have credited to the nearest one-tenth (1/10) of a year any Credited Service he had as of the date of such transfer, for purposes of vesting; provided, that there shall be no duplication of Credited Service, nor, Credited Service of more than one (1) year in respect to any calendar year.
- (v) A Participant who has Seniority and who:
 - (A) leaves the employment of the Company to enter the Armed Forces of the United States and retains re-employment rights with the Company under the re-employment provisions of the Universal Military Training and Service Act of 1948, as amended, or any other law protecting his right to reemployment and who, during the period he retains such re-employment rights, returns to work for the Company or reports to the Company and is given leave of absence or laid off status, shall be credited with Future Service at the rate of forty (40) hours per week during the period he would normally have worked for the Company during the period he was in the Armed Forces (or the number of hours that the Company is regularly scheduled to work if less than forty (40) hours), or
 - (B) after September 30, 1968, is given a medical leave of absence approved by the Company, shall be credited with Future Service at the rate of forty (40) hours per week during the period he would normally have worked for the Company while on such medical leave of absence; provided, that the Participant otherwise had at least one hundred seventy (170) compensated hours during the calendar year in which such medical leave of absence commenced, except this subparagraph shall not apply to any absence to which paragraph (iii) would apply.

(c) Loss of Credited Service.

- (i) After September 15, 1952, a Participant will lose all Credited Service for purposes of the Plan and if re-employed shall be considered as a new Employee of the Company for purposes of the Plan:
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- (A) if the Participant quits,
- (B) if the Participant is discharged or released,
- (C) if the Participant loses his Seniority for any other reason.

The provisions of this paragraph shall not affect a Participant's entitlement to any benefit under the Plan for which he is eligible at the time of his loss of Credited Service.

(ii) Effective January 1, 1976 for purposes of vesting and accrual of benefits, any Employee under the Plan whose employment is terminated and is later re-employed by the Company will be entitled to Credited Service as follows:

- (A) if entitled to a vested benefit at the time of termination, the pre-break and post-break Service will be aggregated;
- (B) if not entitled to a vested benefit at the time of termination, the pre-break and post-break Service subsequent to January 1, 1976 will be aggregated only if his period of absence is less than five (5) years.

(d) Restoration of Lost Credited Service.

(i) Anything in the Plan to the contrary notwithstanding, any Participant who has Seniority with the Company on or after September 30, 1968 will be entitled to have any Credited Service with such Company, which he previously lost in accordance with Article 9.03(c)(i) or (ii), restored for purposes of entitlement to and computation of any benefit under the Plan, provided that:

- (A) In the case of a Participant who lost such Credited Service prior to October 1, 1968 and who (i) has Seniority on September 30, 1968, such Participant applies to such Company for restoration of such lost Service prior to July 1, 1969 or (ii) does not have Seniority on September 30, 1968 but thereafter acquires Seniority, such Participant applies for restoration of such lost Credited Service within ninety (90) days of re-employment by such Company.
- (B) Effective January 1, 1976 any Participant having Seniority with the Company on or after January 1, 1976 will be entitled to have any Credited Service with the Company which he had previously lost in accordance with Article 9.03(c) of the Plan restored automatically.

(ii) Effective January 1, 1976, any Employee included in Article 9.03(c)(i)(B) and (ii)(B) shall be entitled to the benefit specified in this paragraph (d).

(e) Notwithstanding any provision hereof to the contrary, for the purpose of determining whether a Participant who is described in Article 9.01 shall be fully vested in the benefit determined in accordance with Article 9.02, all periods of employment

recognized as Vesting Years of Service for purposes of Article 5 shall be taken into account as Credited Service under paragraph (b).

9.04 Definitions.

For purposes of this Article 9, the following definitions shall apply:

- (a) "Board of Administration" means equal members which shall be appointed by the Company and equal members which shall be appointed by the respective union. Such Board of Administration shall have the powers enumerated in the collective bargaining agreements providing for participation in the Plan.
- (b) "Salaried or Hourly Employee" means an Employee who is carried on the payroll records of the Company as receiving Compensation on a weekly, bi-weekly, semi-monthly, monthly or annual basis.
- (c) "Seniority" shall have the meaning as defined under the applicable collective bargaining agreement.

ARTICLE 10: MERGER OF METAL IMPROVEMENT COMPANY, INC. AND CURTISS-WRIGHT FLIGHT SYSTEMS/SHELBY, INC. CONTRIBUTORY RETIREMENT PLANS

10.01 Merger Date.

As of September 1, 1994 (the "Merger Date"), the Metal Improvement Company, Inc. Retirement Income Plan and Curtiss-Wright Flight Systems/Shelby, Inc. Contributory Retirement Plan (individually, a "Merged Plan" or, collectively, "Merged Plans") were merged into the Plan. The following provisions shall apply under the Plan to the individuals at Metal Improvement Company, Inc. and Curtiss-Wright Flight Systems/Shelby, Inc. who were non-union Employees on the Merger Date or non-union Employees hired after the Merger Date.

10.02 Eligibility.

- (a) Notwithstanding any other provision of this Plan to the contrary, a non-union Employee of either Metal Improvement Company, Inc. or Curtiss-Wright Flight Systems/Shelby, Inc. employed by said companies on August 31, 1994 shall become a Participant of this Plan on the Merger Date.
 - (b) Any future Employee of Metal Improvement Company, Inc. or Curtiss-Wright Flight Systems/Shelby, Inc. shall be eligible to participate in the Plan as of the Entry Date (as defined in Schedule J) coinciding with or next following the date he completes his Year of Eligibility Service. Effective January 1, 2005, employees enter the Plan following completion of one Year of Service in accordance with Article 2.01.
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10.03 Retirement Benefits.

- (a) With respect to a "participant" in either of the Merged Plans who retired, died, became disabled, or terminated Service with "vested benefits" under either of the Merged Plans prior to September 1, 1994 (irrespective of whether benefits have commenced as of that date), the Plan will pay to, or in respect of, that "participant" the benefits provided under the applicable section of the respective Merged Plan in accordance with the terms thereof (and that person shall have no rights under the other terms of this Plan).
- (b) With respect to a Participant who satisfies the eligibility requirements of Article 10.02, if he retires, dies, becomes disabled or terminates Service on or after September 1, 1994, the Plan will pay to, or in respect of, that Participant the benefits provided under Articles 4, 6 and 8 in accordance with Articles 4, 6, 7 and 8.

For purposes of determining a Participant's benefit under this paragraph (b), references to Prior Plan in Article 6 of the Plan shall mean the respective Merged Plan.

For purposes of Article 1.06 of the Plan, a Participant's earnings with Metal Improvement Company, Inc. or Curtiss-Wright Flight Systems/Shelby, Inc. prior to September 1, 1994 shall be included in the calculation of Final Average Compensation.

- (c) For purposes of determining a Participant's benefits under this Article 10, a Participant shall be credited with his participation in the respective Merged Plan as of August 31, 1994.
- (d) Notwithstanding any provision in this Plan to the contrary, any former participant under the Metal Improvement Company, Inc. Retirement Income Plan shall not qualify for a death benefit under Article 8.02.

10.04 Prior Accrued Benefit.

Notwithstanding any other provision of this Plan to the contrary, in respect of periods prior to August 31, 1994, a Participant who was formerly covered under either of the Merged Plans shall be credited with an accrued benefit under this Plan equal to his "retirement benefit" under the respective Merged Plan as of August 31, 1994.

10.05 Vesting.

- (a) With respect to a Participant who satisfies the eligibility requirements of Article 10.02 of the Plan, he shall be vested in his retirement benefits in accordance with Article 5 of the Plan.
 - (b) Notwithstanding the provisions of Article 5 of the Plan, the vesting percentage of a Participant, who is described in paragraph (a) and who was a participant in either of the Merged Plans as of August 31, 1994 in his or her retirement benefit shall not be less than the vesting percentage as provided under the terms of the respective Merged Plan.
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- (c) For purposes of Article 5 of the Plan, a Participant who is described in paragraph (a) shall receive vesting credit for his number of full Years of Service under the terms of the respective Merged Plan as of August 31, 1994, and his number of Hours of Service for the period from January 1, 1994 to August 31, 1994, to the extent credited for vesting purposes under the respective Merged Plan as of August 31, 1994.

10.06 Transfer of Assets.

As of a date fixed in accordance with applicable law, the assets held under the Merged Plans were transferred to the Trust Fund.

article 11: administration

11.01 Plan Administrator.

The Chairman of the Board of Directors shall appoint an Administrative Committee. The Administrative Committee shall consist of three (3) or more persons designated by the Chairman of the Board of Directors. Members of the Administrative Committee and its officers and agents may participate in the benefits under this Plan if otherwise eligible to do so. The members of the Administrative Committee shall serve at the pleasure of the Chairman of the Board of Directors and the Chairman of the Board of Directors shall appoint successors to fill any vacancies in the Administrative Committee.

11.02 Administrative Committee's Authority and Powers.

The Administrative Committee (or its delegate) may act on the Company's behalf as the sponsor and "named fiduciary" of the Plan with respect to Plan administrative matters. Acting on behalf of the Company, and subject to the terms of the Plan, the Trust Agreement and applicable resolutions of the Board, the Administrative Committee (or its delegate) has full and absolute discretion and authority to control and manage the operation and administration of the Plan, and to interpret and apply the terms of the Plan and the Trust Agreement. This full and absolute discretion and authority includes, but is not limited to, the power to:

- (a) interpret, construe, and apply the provisions of the Plan and Trust Agreement, and any construction adopted by the Administrative Committee in good faith shall be final and binding;
 - (b) adopt Plan amendments that (1) are required by ERISA or other applicable law or regulation governing qualification of employee benefit plans, or are necessary for Plan administration, and which do not materially increase costs to the Plan or the Company or materially change Participants' benefits under the Plan, (2) implement special rules for acquisitions, sales, and other dispositions, or (3) clarify ambiguous or unclear Plan provisions; provided that such amendments will be made in writing and will be made according to procedures established by the Administrative Committee;
 - (c) review appeals from the denial of benefits; and
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- (d) manage the cost and financial aspects of the Plan.

The Administrative Committee may employ, appoint, and dismiss advisors and advisory committees as the Administrative Committee deems necessary to carry out the provisions of the Plan and the Trust Agreement, including attorneys, accountants, actuaries, clerks, or other agents, and may delegate any of its authority and duties to such persons.

11.03 Delegation of Duties.

The Administrative Committee may delegate such of its duties and may engage such experts and other persons as it deems appropriate in connection with administering the Plan.

11.04 Compensation.

No member of the Administrative Committee shall receive any compensation for his services as such.

11.05 Exercise of Discretion.

Any person with any discretionary power in the administration of the Plan shall exercise such discretion in a nondiscriminatory manner and shall discharge his duties with respect to the Plan in a manner consistent with the provisions of the Plan and with the standards of fiduciary conduct contained in Title I, Part 4, of ERISA.

11.06 Fiduciary Liability.

In administering the Plan, neither the Administrative Committee nor any member of the Administrative Committee nor any person to whom the Administrative Committee delegates any duty or power in connection with administering the Plan shall be liable, except in the case of his own willful misconduct, for:

- (a) any action or failure to act,
- (b) the payment of any amount under the Plan,
- (c) any mistake of judgment, or
- (d) any neglect, omission or wrongdoing of any other member of the Administrative Committee.

No member of the Administrative Committee shall be personally liable under any contract, agreement, bond, or other instrument made or executed by him or on his behalf as a member of the Administrative Committee.

11.07 Indemnification by Company.

To the extent not compensated by insurance or otherwise, the Company shall indemnify and hold harmless each member of the Administrative Committee, and each partner and employee of the Company designated by the Administrative Committee to carry out any fiduciary responsibility with

respect to the Plan, from any and all claims, losses, damages, expenses (including counsel fees approved by the Company) and liabilities (including any amount paid in settlement with the approval of the Company), arising from any act or omission of such member, or partner or employee, except where the same is judicially determined or is determined by the Company to be due to willful misconduct of such member or employee. No assets of the Plan may be used for any such indemnification.

11.08 Plan Participation by Fiduciaries.

No person who is a fiduciary with respect to the Plan shall be precluded from becoming a Participant upon meeting the requirements for eligibility.

11.09 Payment of Expenses.

Reasonable expenses of the Plan may be paid from Plan assets, unless paid by the Company. The Company is entitled to reimbursement of direct expenses properly and actually incurred in providing services to the Plan, in accordance with applicable provisions of ERISA.

ARTICLE 12: Amendment and termination of Plan

12.01 Amendment.

The Company may at any time and from time to time amend the Plan by written instrument, provided, that:

- (a) no amendment that affects the rights and obligations of the Trustee shall be effective without the written consent of the Trustee, unless such amendment is necessary for the qualification of the Plan under Section 401(a) of the Code or to avoid actual or potential liability of the Company with respect to the Plan, including, without limitation, liability to make future contributions;
- (b) no amendment shall cause the Trust Fund to be used other than for the exclusive benefit of Participants and their Beneficiaries;
- (c) if any amendment changes the vesting provisions of the Plan, within sixty (60) days after receiving written notice of such amendment, or such longer period as may be prescribed by Section 411 of the Code or the regulations promulgated thereunder, a Participant who has completed at least three (3) Years of Service may file with the Administrative Committee an election to have his vested interest in his retirement benefit computed under the Plan's vesting provisions as applicable to such Participant immediately prior to the amendment; and
- (d) any party will be protected in assuming that this Agreement has not been amended until such party has received written notice of the amendment.

No amendment to the Plan, including a change in the actuarial basis for determining optional or early retirement benefits, shall be effective to the extent that it has the effect of decreasing a Participant's retirement benefit. Notwithstanding the preceding sentence, a Participant's retirement

benefit may be reduced to the extent permitted under Section 412(c)(8) of the Code (as it read before the first day of the 2008 Plan Year) or Section 412(d)(2) of the Code (as it reads for Plan Years beginning on and after January 1, 2008), or to the extent permitted under the Sections 1.411(d)-3 and 1.411(d)-4 of the Treasury Regulations. For purposes of this Article 12.01, a Plan amendment which has the effect of eliminating or reducing an early retirement benefit or a retirement-type subsidy; or eliminating an optional form of benefit, with respect to benefits attributable to Service before the amendment shall be treated as reducing retirement benefits. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies, either before or after the amendment, the pre-amendment conditions for the subsidy. In general, a retirement-type subsidy is a subsidy that continues after retirement, but does not include a qualified disability benefit, a medical benefit, a social security supplement, a death benefit (including life insurance). Furthermore, if the vesting schedule of a plan is amended, in the case of an Employee who is a Participant as of the later of the date such amendment is adopted or becomes effective, the nonforfeitable percentage, determined as of such date, of such Employee's employer-derived retirement benefit will not be less than the percentage computed under the Plan without regard to such amendment.

12.02 Procedure for Amendment.

Any modification or amendment of or to any or all of the provisions of the Plan shall be made by a written resolution of either the Company or the Administrative Committee, which shall be delivered to the Trustee and, where required, to the Board of Administration as defined in 9.04(a).

12.03 Company's Right to Terminate Plan.

The Company intends to maintain the Plan as a permanent tax-qualified retirement plan. Nevertheless, the Company reserves the right to terminate the Plan, in whole or in part, at any time and from time to time, for any reason whatsoever.

12.04 Consequences of Termination.

- (a) If the Plan is terminated in whole or in part, or if Company contributions are completely discontinued, each Participant affected by such termination or discontinuance shall be fully vested in his retirement benefit as of the date of such termination or discontinuance of Company contributions. The Administrative Committee shall determine the date and manner of distribution of the retirement benefits of all affected Participants.
 - (b) The Administrative Committee shall give prompt notice to each Participant or, if deceased, his Beneficiary affected by the Plan's complete or partial termination, or the discontinuance of Company contributions.
 - (c) The balance, if any, of the residual assets held by the Trust Fund after all liabilities have been extinguished, shall revert to the Company, but only after the satisfaction of liabilities with respect to the Participants under the Plan.
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12.05 Special Restrictions on Benefits.

The Plan limits the benefit payable to any Participant who is a Highly Compensated Employee upon Plan termination to a benefit that is nondiscriminatory under Section 401(a)(4) of the Code. Prior to Plan termination, the Plan restricts the annual payments to any Participant who is a "restricted employee", unless:

- (a) After payment of the benefit, the value of Plan assets equals or exceeds 110% of the value of current liabilities (as defined in Section 412(l) of the Code); or
- (b) the value of the benefit is less than 1% of the value of current liabilities; or
- (c) the value of the benefit does not exceed \$5,000.

The total payments in a Plan Year may not exceed an amount equal to: (1) the payments the Participant would receive under a single life annuity which is the Actuarial Equivalent of the Participant's Accrued Benefit and the Participant's other benefits (other than a social security supplement); plus (2) the amount of the payment the Participant would receive under a social security supplement. "Other benefits" include loans in excess of the limitations under Section 72(p)(2)(A) of the Code, any periodic income, any withdrawal values payable to a living Employee, and any death benefits not provided by insurance on the Participant's life.

For purposes of this Article 12.05, the term "restricted employee" means an employee of the Company, including all employees who are not Employees under the Plan, who is among the twenty-five (25) employees with the highest Compensation, determined without taking account of the limitations of Section 401(a)(17) of the Code, for the Plan Year or any prior Plan Year.

These limitations shall not restrict the payment of any death benefit to any Beneficiary.

article 13: Merger of Plan and transfer of assets or liabilities

13.01 Merger or Transfer.

The Plan shall not be merged or consolidated with, nor shall any Plan assets or liabilities be transferred to, any other plan, unless each Participant (if the other plan then terminated) would receive a benefit that is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer (if the Plan had then terminated).

13.02 Transfer from Trust.

At a Participant's request and pursuant to uniform rules prescribed by the Administrative Committee, the Administrative Committee may instruct the Trustee to transfer the Participant's Account to another qualified plan described in Section 401(a) of the Code in which the Participant is participating at the time of such transfer.

13.03 Transfer to Trust and Transfer Account.

- (a) At a Participant's request, the Administrative Committee shall instruct the Trustee to accept a transfer of assets from another qualified plan described in Section 401(a) of the Code which assets are attributable to the Participant's interest in such
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other plan. The transferred amount shall be maintained in the Trust Fund on behalf of the Participant as a separate account under the Plan, designated the "Transfer Account."

- (b) Any portion of the Transfer Account (whether the whole, the lesser amount or none) may be commingled with other assets of the Trust Fund for investment. In any event, the balance in the Transfer Account shall be adjusted to reflect its proportionate share of the Trust Fund's earnings, gains, losses and expenses.
- (c) Unless the Participant has elected otherwise in the form and manner prescribed by the Administrative Committee, payment of the Transfer Account shall be made at the same time and in the same form as the retirement benefit and shall be in addition to the retirement benefit.
- (d) A Participant's interest in his Transfer Account shall be at all times and in all events fully vested and nonforfeitable.
- (e) The Participant's account will continue to retain all rights and protections ascribed to it pursuant to Section 411(d) (6) of the Code.

Article 14: special provisions for non-key employees

14.01 Effective Date.

If the Plan is or becomes top heavy in any Plan Year, the provisions of this Article will supersede any conflicting provisions in the Plan.

14.02 Determination of Top-Heavy Status.

- (a) This Plan is top heavy if any of the following conditions exists:
 - (i) If the top-heavy ratio for this Plan exceeds sixty (60%) percent and this Plan is not part of any required aggregation group or permissive aggregation group of plans.
 - (ii) If this Plan is a part of a required aggregation group of plans but not part of a permissive aggregation group and the top-heavy ratio for the group of plans exceeds sixty (60%) percent.
 - (iii) If this Plan is a part of a required aggregation group and part of a permissive aggregation group of plans and the top-heavy ratio for the permissive aggregation group exceeds sixty (60%) percent.
 - (b) For purposes of this Article, the following terms shall have be defined as follows:
 - (i) Top-heavy ratio :
 - (A) If the Company maintains one or more defined benefit plans and the Company has not maintained any defined contribution plans which during the five (5) year period ending on the determination date(s)
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has or has had account balances, the top-heavy ratio for this Plan alone or for the required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the present value of retirement benefits of all Key Employees as of the determination date(s), and the denominator of which is the sum of present value of retirement benefits, both computed in accordance with Section 416 of the Code and the regulations thereunder. Both the numerator and denominator of the top-heavy ratio are increased to reflect any contribution not actually made as of the determination date, but which is required to be taken into account on that date under Section 416 of the Code and regulations thereunder. In determining the present values of retirement benefits under the Plan for an employee as of the applicable determination date, the numerator and denominator shall be increased by the distributions made with respect to the employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the one-year period (five-year period in the case of a distribution made for a reason other than severance from employment, death, or disability) ending on the applicable determination date and any distributions made with respect to the employee under a terminated plan which, had it not been terminated, would have been in the required aggregation group.

- (B) If the Company maintains one or more defined contribution plans and the Company maintains or has maintained one or more defined benefit plans which during the five (5) year period ending on the determination date(s) has or has had any retirement benefits, the top-heavy ratio for any required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees, determined in accordance with (a) above, and the present value of retirement benefits under the aggregated defined benefit plan or plans for all Key Employees as of the determination date(s), and the denominator of which is the sum of the account balances under the aggregated defined contribution plan or plans for all Participants, determined in accordance with (a) above, and the present value of retirement benefits under the defined benefit plan or plans for all Participants as of the determination date(s), all determined in accordance with Section 416 of the Code and the regulations thereunder. The retirement benefits under a defined benefit plan in both the numerator and denominator of the top-heavy ratio are increased for any distribution of a retirement benefit made in the five (5) year period ending on the determination date. In determining the present values of retirement benefits under the Plan for an employee as of the applicable determination date, the numerator and denominator shall be increased by the distributions made with respect to the employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the one-year period (five-year period in the case of a distribution
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made for a reason other than severance from employment, death, or disability) ending on the applicable determination date and any distributions made with respect to the employee under a terminated plan which, had it not been terminated, would have been in the required aggregation group.

- (C) For purposes of subparagraphs (A) and (B) the value of account balances and the present value of retirement benefits will be determined as of the most recent valuation date that falls within or ends with the twelve (12) month period ending on the determination date, except as provided in Section 416 of the Code and the regulations thereunder for the first and second Plan Years of a defined benefit plan. The account balances and retirement benefits of a Participant (1) who is not a Key Employee but who was a Key Employee in a prior year, or (2) who has not performed services for any Company maintaining the Plan at any time during the one-year period ending on the applicable determination date will be disregarded. The calculation of the top-heavy ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Section 416 of the Code and the regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the top-heavy ratio. When aggregating plans the value of account balances and retirement benefits will be calculated with reference to the determination dates that fall within the same calendar year.

The retirement benefit to a Participant other than a Key Employee shall be determined under (a) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Company, or (b) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Section 411(b)(1)(c) of the Code.

(ii) Permissive aggregation group :

The required aggregation group of plans plus other plan or plans of the Company which, when considered as a group with the required aggregation group, would continue to satisfy the requirements of Sections 401(a)(4) and 410 of the Code.

(iii) Required aggregation group :

- (A) Each qualified plan of the Company in which at least one Key Employee participates or participated at any time during the determination period (regardless of whether the Plan has terminated), and
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(B) any other qualified plan of the Company which enables a plan described in subparagraph (A) to meet the requirements of Section 401(a)(4) or 410 of the Code.

(iv) Determination date :

For any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, the last day of that year.

(v) Key Employee :

Any employee or former employee (including any deceased employee) who at any time during the Plan Year that includes the applicable determination date was an officer of the Company or an Affiliated Company having compensation greater than \$130,000 (as adjusted under Section 416(j)(1) of the Code for Plan Years beginning after December 31, 2002), a 5-percent owner (as defined in Section 416(i)(1)(B)(i) of the Code) of the Company or an Affiliated Company, or a 1-percent owner (as defined in Section 416(i)(1)(B)(ii) of the Code) of the Company or an Affiliated Company) having compensation greater than \$150,000 (the determination of who is a key employee shall be made in accordance with Section 416(i) of the Code and the applicable regulations and other guidance of general applicability issued thereunder) where applicable, on the basis of the Employee's remuneration which, with respect to any Employee, shall mean the wages, salaries, and other amounts paid in respect of such Employee by the Company or an Affiliated Company for personal services actually rendered, determined before any pre-tax contributions under "qualified cash or deferred arrangement," as defined under Section 401(k) of the Code and its applicable regulations, or under a "cafeteria plan" as defined under Section 125 of the Code and its applicable regulations, or under a "qualified transportation fringe," as defined in Section 132(f) of the Code and its applicable regulations, and shall include, but not by way of limitation, bonuses, overtime payments, and commissions; and shall exclude deferred compensation, stock options, and other distributions which receive special tax benefits under the Code.

(vi) Non-Key Employee:

Any Employee or former Employee (and his Beneficiaries) who is not a Key Employee.

14.03 Minimum Benefit.

- (a) Notwithstanding any other provision in the Plan to the contrary, except as otherwise provided in paragraphs (c), (d) and (e) below, a Participant who is a Non-Key Employee and has completed one thousand (1,000) Hours of Service will accrue a benefit (to be provided solely by the Company contributions and expressed as a Life Annuity commencing at Normal Retirement Age) of not less than two (2%)
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percent of his or her highest average Compensation for the five (5) consecutive years for which the Participant had the highest Compensation multiplied by the number of Years of Vesting Service, not in excess of ten (10), during the Plan Years for which the Plan is top-heavy. For purposes of the preceding sentence, Years of Vesting Service shall be disregarded to the extent that such Years of Vesting Service occur during a Plan Year when the Plan benefits (within the meaning of Section 410(b) of the Code) no Key Employee or former Key Employee. The aggregate Compensation for the years during such five (5) year period in which the Participant was credited with a Year of Service will be divided by the number of years in order to determine average Annual Compensation. The minimum accrual is determined without regard to any Social Security contribution. The minimum accrual applies even though under other Plan provisions the Participant would not otherwise be entitled to receive an accrual, or would have received a lesser accrual for the year because (i) the Non-Key Employee fails to make mandatory contributions to the Plan, (ii) the Non-Key Employee's Compensation is less than a stated amount, (iii) the Non-Key Employee is not employed on the last day of the accrual computation period, or (iv) the Plan is integrated with Social Security.

- (b) For purposes of computing the minimum retirement benefit, Compensation shall mean Compensation as defined in Article 1.12 of the Plan.
- (c) The provision in paragraph (a) shall not apply to any Participant to the extent the Participant is covered under any other plan or plans of the Company. Such other plan or plans must provide a minimum two (2%) percent top heavy Benefit Accrual or a five (5%) percent top-heavy contribution.
- (d) All accruals of employer-derived benefits, whether or not attributable to years for which the Plan is top heavy, may be used in computing whether the minimum accrual requirements of paragraph (c) are satisfied.

14.04 Minimum Vesting.

For any Plan Year in which this Plan is top heavy, the following vesting schedule shall automatically apply to this Plan. The vesting schedule applies to all benefits within the meaning of Section 411(a)(7) of the Code, except those attributable to employee contributions, including benefits accrued before the effective date of Section 416 and benefits accrued before the Plan became top heavy. Further, no reduction in vested benefits may occur in the event the Plan's status as top heavy changes for any Plan Year. However, this Article does not apply to the account balances of any Employee who does not have an Hour of Service after the Plan has initially become top heavy and such Employee's account balance attributable to Company contributions and forfeitures will be determined without regard to this Article.

<i>Vesting Years of Service as of Date of Termination:</i>	<i>Nonforfeitable Percentage:</i>
Less than 3	0%
3 or more	100%

article 15: General provisions

15.01 Trust Fund Sole Source of Payments for Plan.

The Trust Fund shall be the sole source for the payment of all Participant's retirement benefits. In no event shall assets of the Company be applied for the payment of Plan benefits.

15.02 Exclusive Benefit.

The Plan is established for the exclusive benefit of the Participants and their Beneficiaries, and the Plan shall be administered in a manner consistent with the provisions of Section 401(a) of the Code and of ERISA.

15.03 Binding Effect.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Agreement and upon any and all persons interested in this Agreement, presently or in the future.

15.04 Nonalienation.

- (a) Except as required by any applicable law or by paragraph (c), no benefit under the Plan shall in any manner be anticipated, assigned or alienated, and any attempt to do so shall be void. However, payment shall be made in accordance with the provisions of any judgment, decree, or order which:
 - (i) creates for, or assigns to, a spouse, former spouse, child, or other dependent of a Participant the right to receive all or a portion of the Participant's benefits under the Plan for the purpose of providing child support, alimony payments, or marital property rights to that spouse, former spouse, child, or dependent,
 - (ii) is made pursuant to a State domestic relations law,
 - (iii) does not require the Plan to provide any type of benefit, or any option, not otherwise provided under the Plan, and
 - (iv) otherwise meets the requirements of Section 206(d) of ERISA, as amended, as a "qualified domestic relations order," as determined by the Administrative Committee.
 - (b) If the present value of any series of payments meeting the criteria set forth in (a)(i) through (a)(iv) above amounts to \$5,000 or less, a lump sum payment of the Actuarial Equivalent of such benefit, determined in the manner described in Article 7.05, shall be made in lieu of the series of payments.
 - (c) A Participant's benefits under the Plan shall be offset by the amount the Participant is required to pay to the Plan under the circumstances set forth in Section 401(a)(13)(C) of the Code.
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- (d) A Participant's benefit under the Plan shall be distributed as required because of the enforcement of a federal tax levy made pursuant to Section 6331 of the Code or the collection by the United States on a judgment resulting from an unpaid tax assessment.

15.05 Claims Procedure.

All claims for benefits under the Plan by a Participant not covered under a collective bargaining agreement or his Beneficiary with respect to benefits not received by such person shall be made in writing to the Administrative Committee, which shall designate one of its members to review such claims. If the reviewing member believes that a claim should be denied, he shall notify the claimant in writing of the denial within ninety (90) days after his receipt of the claim, unless special circumstances require an extension of time for processing the claim. Such notice shall:

- (a) set forth the specific reasons for the denial, making reference to the pertinent provisions of the Plan or the Plan documents on which the denial is based;
- (b) describe any additional material or information that should be received before the claim may be acted upon favorably, and explain why such material or information, if any, is needed; and
- (c) inform the person making the claim of his right pursuant to this Article to request review of the decision by the Administrative Committee.

Any such person who believes that he has submitted all available and relevant information may appeal the denial of a claim to the Administrative Committee by submitting a written request for review to the Administrative Committee within sixty (60) days after the date on which such denial is received. Such period may be extended by the Administrative Committee for good cause. The person making the request for review may examine pertinent Plan documents. The request for review may discuss any issues relevant to the claim. The Administrative Committee shall decide whether or not to grant the claim within sixty (60) days after receipt of the request for review, but this period may be extended by the Administrative Committee for up to an additional sixty (60) days in special circumstances. If such an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. The Administrative Committee's decision shall be in writing, shall include specific reasons for the decision and shall refer to pertinent provisions of the Plan or of the Plan documents on which the decision is based.

All claims for benefits under the Plan by a Participant covered under a collective bargaining agreement, or his Beneficiary, who has been denied a benefit, or feels aggrieved by any other act of the Board of Administration, shall be entitled to request a hearing before the Board of Administration of the Plan. Such request, together with a written statement of the claimant's position, shall be filed with the Board of Administration no later than ninety (90) days after receipt of the written notification. The Board of Administration shall schedule an opportunity for a full and fair hearing of the issue within the next sixty (60) days. The decision following such hearing shall be made within sixty (60) days and shall be communicated in writing to the claimant. The decision of the Board of Administration shall be final and binding upon all parties concerned. In the event the Board of Administration cannot reach a majority decision, an impartial chairman shall be appointed by the Board of Administration.

15.06 Location of Participant or Beneficiary Unknown.

In the event that all, or any portion, of the distribution payable to a Participant or his Beneficiary hereunder shall, at the expiration of five (5) years after it shall become payable, remain unpaid solely by reason of the inability of the Administrative Committee, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or his Beneficiary, the amount so distributable shall be forfeited and shall be used to reduce the cost of the Plan. In the event a Participant or Beneficiary is located subsequent to his benefit being forfeited, such benefit shall be restored.

15.07 Applicable Law.

Except as otherwise expressly required by ERISA, this Agreement shall be governed by the laws of the State of New Jersey, where it was entered into and where it shall be enforced.

15.08 Rules of Construction.

Whenever the context so admits, the use of the masculine gender shall be deemed to include the feminine and vice versa; either gender shall be deemed to include the neuter and vice versa; and the use of the singular shall be deemed to include the plural and vice versa.

15.09 Trust Fund Applicable Only to Payment of Benefits.

The Trust Fund will be used and applied only in accordance with the provisions of the Plan, to provide the benefits thereof, except as provided in Section 11.09 regarding payment of reasonable expenses, and no part of the corpus or income of the Trust Fund will be used for, or diverted to, purposes other than for the exclusive benefit of Participants and other persons entitled to benefits under the Plan. A Participant or any other person shall have no right to any benefit, payment or other amount (including any additional amount or increase on account of a delay in distribution(s) or any other reason) from the Plan except as expressly provided by the Plan. A Participant or any other person receiving any amount to which he was not entitled under the terms of the Plan shall be liable to the Plan for such amount and shall pay such amount to the Plan immediately upon becoming aware that he was not entitled to such amount.

ARTICLE 16: TRANSFERS

If an Employee during his period of employment with the Company and all Affiliated Companies is transferred to or from a position eligible to accrue benefits under the provisions of Article 4, 6 or 9 to a position that is ineligible for benefits under the applicable Article, the following provisions shall apply:

- (a) Vesting Service. An Employee's Vesting Years of Service shall be determined on the basis of his period of employment with the Company and all Affiliated Companies (unless otherwise specified in Schedule J).
 - (b) Credited Service for Purposes of Determining Eligibility for Benefits. For purposes of determining an Employee's eligibility for benefits under the Plan (but not the
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amount of any benefit unless otherwise specified in paragraph (d) below), an Employee's years of Credited Service shall be determined on the basis of his period of employment with the Company and all Affiliated Companies.

- (c) Eligibility for Benefits. Upon an Employee's termination of employment with the Company and all Affiliated Companies, an Employee shall be entitled to a Normal, Early, Disability or Vested Retirement Benefit under the applicable provisions of the Plan if, at the time of his termination of employment, he has satisfied the age, service, and any other requirements of the Plan for such benefit.
 - (d) Rules for Determining the Amount of Benefit .
 - (i) If an Employee who is accruing benefits under the provisions of Article 6 is transferred to a position with the Company or to an Affiliated Company and on account of such transfer the Employee would be ineligible to accrue further benefits under the provisions of Article 6, the following provisions shall apply:
 - (A) Credited Service for Benefit Accrual Purposes. All service with the Company or an Affiliated Company in such transferred position shall be included in determining the Employee's years of Credited Service for purposes of determining the amount of the Employee's benefit under Article 6 except that any service rendered while the Employee is eligible to accrue benefits under Article 9, would be eligible to accrue benefits under Article 9 but for the fact that his employment is covered by a collective bargaining agreement to which the Company is a party and that does not provide for coverage under the Plan or is eligible to participate in another qualified defined benefit pension plan shall be excluded.
 - (B) Average Compensation. Compensation (as defined in Article 1.12) paid by the Company or an Affiliated Company to the Employee while employed in such transferred position shall be included in determining an Employee's Average Compensation.
 - (ii) If an Employee who is accruing benefits under the provisions of Article 4 is transferred to a position with the Company or to an Affiliated Company and on account of such transfer the Employee would be ineligible to accrue further benefits under the provisions of Article 4, benefits shall continue to accrue under the provisions of Article 4 after the date of transfer except that if the Employee is transferred to a position in which he is eligible to participate in a qualified defined contribution plan which provides for employer contributions (other than salary deferrals under Section 401(k) of the Code) the Employee shall cease to accrue benefits under Article 4.02 based on Compensation paid to the Employee by the Company or an Affiliated Company while in the transferred position.
 - (iii) If an Employee who is accruing benefits under the provisions of Article 9 is transferred to a position with the Company or to an Affiliated Company in
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which he is ineligible to accrue further benefits under the provisions of Article 9, the Employee's service rendered while in such ineligible position shall not be included in his Credited Service for purposes of determining the amount of his benefit under Article 9. Accordingly, If a participant transfers to a position where he is no longer eligible to participate in Article 9, he will not earn Credited Service under Article 9 while in that ineligible position.

- (iv) If an Employee is transferred from a position that is ineligible to accrue benefits under the provisions of Article 4, 6 or 9 to a position that is eligible to accrue benefits under one of those Articles, the following provisions shall apply:
- (A) Compensation paid to such Employee prior to the date of transfer shall be disregarded in determining the amount of the Employee's benefit under Article 4 or 6, as applicable, unless the Employee is transferred from a position eligible to accrue benefits under Article 9 in which case Compensation paid to the Employee while covered by Article 9 shall be recognized in determining the Employee's Average Compensation under Article 6, if applicable.
 - (B) For purposes of determining the amount of an Employee's benefit under Article 4, 6 or 9, service rendered prior to the date the Employee became employed in a position eligible to accrue benefits under Article 4, 6 or 9 shall be disregarded in determining the Employee's Credited Service under the applicable Article.
 - (C) Post-January 31, 2010 Transfers. An Employee who is transferred after January 31, 2010 from a position that is ineligible to accrue benefits under the provisions of Article 4, 6 or 9 to a position that is eligible to accrue benefits under Article 4 or 6 shall only be eligible to accrue benefits in accordance with Article 4 and any other benefits not specifically excluded in the preceding sentence.
- (e) Transfers Involving a Non-U.S. Affiliated Company. Notwithstanding the preceding provisions of this Article 16, any period of employment with a non-U.S. Affiliated Company shall be recognized solely for the purpose of determining an Employee's Vesting Years of Service under subparagraph (i) above [and for purposes of determining an Employee's eligibility for benefits under subparagraph (ii)]. Such period of employment shall be excluded in determining the amount of a Participant's benefit under paragraph (d) and any Compensation paid during such period of employment shall likewise be excluded. In the case of an Employee described in Section 2.01(h), any compensation paid by the non-U.S. Affiliated Company shall be excluded in determining the amount of his benefits under the Plan, and Average Compensation shall be determined pursuant to Section 1.06 by disregarding the Employee's period of employment with the non-U.S. Affiliated Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by an officer duly authorized on this ___ day of _____, 2015.

CURTISS-WRIGHT CORPORATION

By: _____

schedule a 1: early retirement factors on or after september 1, 1994

ALL RETIREES and TERMINATED NON-UNION EMPLOYEES on and AFTER 9/1/94

<i>AGE</i>	<i>55</i>	<i>56</i>	<i>57</i>	<i>58</i>	<i>59</i>	<i>60</i>	<i>61</i>	<i>62</i>	<i>63</i>	<i>64</i>
<i>0/12</i>	.75000	.78000	.81000	.84000	.87000	.90000	.92000	.94000	.96000	.98000
<i>1/12</i>	.75250	.78250	.81250	.84250	.87250	.90167	.92167	.94167	.96167	.98167
<i>2/12</i>	.75500	.78500	.81500	.84500	.87500	.90333	.92333	.94333	.96333	.98333
<i>3/12</i>	.75750	.78750	.81750	.84750	.87750	.90500	.92500	.94500	.96500	.98500
<i>4/12</i>	.76000	.79000	.82000	.85000	.88000	.90667	.92667	.94667	.96667	.98667
<i>5/12</i>	.76250	.79250	.82250	.85250	.88250	.90833	.92833	.94833	.96833	.98833
<i>6/12</i>	.76500	.79500	.82500	.85500	.88500	.91000	.93000	.95000	.97000	.99000
<i>7/12</i>	.76750	.79750	.82750	.85750	.88750	.91167	.93167	.95167	.97167	.99167
<i>8/12</i>	.77000	.80000	.83000	.86000	.89000	.91333	.93333	.95333	.97333	.99333
<i>9/12</i>	.77250	.80250	.83250	.86250	.89250	.91500	.93500	.95500	.97500	.99500
<i>10/12</i>	.77500	.80500	.83500	.86500	.89500	.91667	.93667	.95667	.97667	.99667
<i>11/12</i>	.77750	.80750	.83750	.86750	.89750	.91833	.93833	.95833	.97833	.99833

Rule of 80

For a Participant who retires on or after his attainment of age 55, if the sum of the Participant's age and his years of Credited Service exceeds 80 as of his Annuity Starting Date, the product of (i) 1% and (ii) the excess of (A) the sum of his age and his years of Credited Service, over (B) 80, will be added to early retirement factor otherwise applicable in accordance with the table set forth in this Schedule, provided, however, that the resulting factor may not exceed 100%.

Schedule a 2: deferred retirement factors on or after september 1, 1994

Deferred Retirement Factors

<i>Age</i>	<i>Factor</i>	<i>Age</i>	<i>Factor</i>
66	1.1049	71	1.9071
67	1.2244	72	2.1505
68	1.3608	73	2.4355
69	1.5175	74	2.7710
70	1.6980	75	3.1687

The factors set forth in the table shall be interpolated based on the Participant's age at his Annuity Starting Date, expressed in years and completed months.

schedule b: Retirement plan rates in force for purposes of Article 6.11(b)(ii)(D)

BUFFALO FACILITY

\$ 8.00 per month per year of credited service prior to 1/1/78
\$10.00 per month per year of credited service from 1/1/78 thru 11/1/80
\$11.00 per month per year of credited service from 11/2/80 thru 11/1/81
\$12.00 per month per year of credited service from 11/2/81 thru 5/3/85
\$13.00* per month per year of credited service from 5/4/85 thru 7/23/93
\$17.00* per month per year of credited service from 7/24/93

* Does not apply to Local 212

FLIGHT SYSTEMS

\$ 6.25 per month per year of credited service

TARGET ROCK

\$ 9.00 per month per year of credited service prior to 5/1/77
\$10.00 per month per year of credited service from 5/1/77 thru 4/30/81
\$11.00 per month per year of credited service from 5/1/81 thru 5/4/82
\$12.00 per month per year of credited service from 5/5/82 thru 5/6/84
\$13.00 per month per year of credited service from 5/7/84 thru 5/5/85
\$14.00 per month per year of credited service from 5/6/85 thru 5/4/86
\$15.00 per month per year of credited service from 5/5/86

CORPORATE

\$10.00 per month per year of credited service

schedule C: early retirement factors for deferred vested employees who terminated employment prior to september 1, 1994 and prior to age 55 (contributors)

Twelfths of Year	AGE	55	56	57	58	59	60	61	62	63	64
0/12		.50000	.53333	.56667	.60000	.63333	.66667	.73333	.80000	.86667	.93333
1/12		.50278	.53611	.56945	.60278	.63611	.67222	.73889	.80556	.87222	.93889
2/12		.50556	.53889	.57222	.60556	.63889	.67778	.74444	.81111	.87778	.94444
3/12		.50833	.54167	.57500	.60833	.64167	.68333	.75000	.81667	.88333	.95000
4/12		.51111	.54445	.57778	.61111	.64445	.68889	.75556	.82222	.88889	.95556
5/12		.51389	.54722	.58056	.61389	.64722	.69444	.76111	.82778	.89444	.96111
6/12		.51667	.55000	.58333	.61667	.65000	.70000	.76667	.83333	.90000	.96667
7/12		.51944	.55278	.58611	.61944	.65278	.70556	.77222	.83889	.90556	.97222
8/12		.52222	.55556	.58889	.62222	.65556	.71111	.77778	.84444	.91111	.97778
9/12		.52500	.55833	.59167	.62500	.65833	.71667	.78333	.85000	.91667	.98333
10/12		.52778	.56111	.59444	.62778	.66111	.72222	.78889	.85556	.92222	.98889
11/12		.53056	.56389	.59722	.63056	.66389	.72778	.79444	.86111	.92778	.99444

schedule D: Early retirement factors for early commencement of deferred vested pensions

AGE of RETIRED EMPLOYEE at COMMENCEMENT of PENSION

Twelfths of Year	55	56	57	58	59	60	61	62	63	64
0/12	28.0%	35.2%	42.4%	49.6%	56.8%	64.0%	71.2%	78.4%	85.6%	92.8%
1/12	28.6	35.8	43.0	50.2	57.4	64.6	71.8	79.0	86.2	93.4
2/12	29.2	36.4	43.6	50.8	58.0	65.2	72.4	79.6	86.8	94.0
3/12	29.8	37.0	43.2	51.4	58.6	65.8	73.0	80.2	87.4	94.6
4/12	30.4	37.6	44.8	52.0	59.2	66.4	73.6	80.8	88.0	95.2
5/12	31.0	38.2	45.4	52.6	59.8	67.0	74.2	81.4	88.6	95.8
6/12	31.6	38.8	46.0	53.2	60.4	67.6	74.8	82.0	89.2	96.4
7/12	32.2	39.4	46.6	53.8	61.0	68.2	75.4	82.6	89.8	97.0
8/12	32.8	40.0	47.2	54.4	61.6	68.8	76.0	83.2	90.4	97.6
9/12	33.4	40.6	47.8	55.0	62.2	69.4	76.6	83.8	91.0	98.8
10/12	34.0	41.2	48.4	55.6	62.8	70.0	77.2	84.4	91.6	98.8
11/12	34.6	41.8	49.0	56.2	63.4	70.6	77.8	85.0	92.2	99.4

NOTE:

Factors are for non-union, non-contributors who terminated employment prior to 9/1/94 and prior to attaining age 55; factors are also applicable for union employees who terminate prior to age 55. Factors are effective as of September 1, 1965.

schedule e: Joint and survivor factors

(Partial List of Factors)

PENSIONER		BENEFICIARY		100%	50%	75%	66%
MEN	WOMEN	MEN	WOMEN				
65	0	0	35	0.6491	0.7872	0.7115	0.7350
65	0	0	36	0.6518	0.7892	0.7139	0.7373
65	0	0	37	0.6546	0.7912	0.7164	0.7397
65	0	0	38	0.6575	0.7934	0.7191	0.7423
65	0	0	39	0.6607	0.7956	0.7219	0.7449
65	0	0	40	0.6640	0.7981	0.7249	0.7477
65	0	0	41	0.6675	0.8006	0.7280	0.7507
65	0	0	42	0.6711	0.8032	0.7312	0.7537
65	0	0	43	0.6749	0.8059	0.7347	0.7569
65	0	0	44	0.6790	0.8088	0.7382	0.7603
65	0	0	45	0.6832	0.8117	0.7419	0.7638
65	0	0	46	0.6876	0.8148	0.7458	0.7675
65	0	0	47	0.6922	0.8181	0.7499	0.7713
65	0	0	48	0.6969	0.8214	0.7541	0.7753
65	0	0	49	0.7019	0.8249	0.7585	0.7794
65	0	0	50	0.7072	0.8285	0.7630	0.7836
65	0	0	51	0.7125	0.8321	0.7677	0.7881
65	0	0	52	0.7182	0.8359	0.7726	0.7926
65	0	0	53	0.7239	0.8399	0.7776	0.7973
65	0	0	54	0.7299	0.8438	0.7828	0.8021
65	0	0	55	0.7361	0.8480	0.7881	0.8071
65	0	0	56	0.7424	0.8521	0.7935	0.8122
65	0	0	57	0.7490	0.8565	0.7991	0.8174
65	0	0	58	0.7557	0.8609	0.8048	0.8227
65	0	0	59	0.7626	0.8653	0.8107	0.8282
65	0	0	60	0.7697	0.8699	0.8167	0.8337
65	0	0	61	0.7769	0.8744	0.8227	0.8393
65	0	0	62	0.7842	0.8790	0.8289	0.8450
65	0	0	63	0.7917	0.8837	0.8352	0.8508
65	0	0	64	0.7993	0.8884	0.8415	0.8566
65	0	0	65	0.8070	0.8931	0.8479	0.8624
65	0	0	66	0.8147	0.8979	0.8543	0.8683
65	0	0	67	0.8225	0.9026	0.8607	0.8742
65	0	0	68	0.8302	0.9073	0.8671	0.8801
65	0	0	69	0.8380	0.9118	0.8734	0.8858
65	0	0	70	0.8458	0.9164	0.8797	0.8916
65	0	0	71	0.8535	0.9210	0.8859	0.8973
65	0	0	72	0.8611	0.9254	0.8920	0.9029

65	0	0	73	0.8687	0.9297	0.8982	0.9084
65	0	0	74	0.8761	0.9339	0.9041	0.9138
65	0	0	75	0.8834	0.9381	0.9099	0.9191

schedule f: Early retirement factors (union employees)

AGE of RETIRED EMPLOYEE

TWELFTHS OF YEAR	55	56	57	58	59	60	61	62	63	64
0/12	58.00%	63.40%	68.80%	74.20%	79.60%	85.00%	88.00%	91.00%	94.00%	97.00%
1/12	58.45	63.85	69.25	74.65	80.05	85.25	88.25	91.25	94.25	97.25
2/12	58.90	64.30	69.70	75.10	80.50	85.50	88.50	91.50	94.50	97.50
3/12	59.35	64.75	70.15	75.55	80.95	85.75	88.75	91.75	94.75	97.75
4/12	59.80	65.20	70.60	76.00	81.40	86.00	89.00	92.00	95.00	98.00
5/12	60.25	65.65	71.05	76.45	81.85	86.25	89.25	92.25	95.25	98.25
6/12	60.70	66.10	71.50	76.90	82.30	86.50	89.50	92.50	95.50	98.50
7/12	61.15	66.55	71.95	77.35	82.75	86.75	89.75	92.75	95.75	98.75
8/12	61.60	67.00	72.40	77.80	83.20	87.00	90.00	93.00	96.00	99.00
9/12	62.05	67.45	72.85	78.25	83.65	87.25	90.25	93.25	96.25	99.25
10/12	62.50	67.90	73.30	78.70	84.10	87.50	90.50	93.50	96.50	99.50
11/12	62.95	68.35	73.75	79.15	84.55	87.75	90.75	93.75	96.75	99.75

NOTE:

Effective date of factors: September 1, 1965.

With respect to Early Retirement Pensions determined in accordance with Article 9.02(b), the factors determined in accordance with the table set forth above are subject to an increase of 2/10 of 1% (1/10 of 1% for benefits commencing prior to October 1, 1968), for each 1/10 year of credited service in excess of 20.0 years up to a maximum increase of 10% (30% prior to January 1, 2001), provided, however, than the total Early Retirement Pension shall not be an amount greater than the normal pension.

schedule g 1: Wood-ridge deferred pension rates

The monthly amount of such deferred pension commencing at age 65 for an employee at the Wood-Ridge Facility eligible therefor in accordance with Article 9.02(d)(ii) shall be as follows:

1. For any such employee whose loss of credited service is prior to September 30, 1962, \$2.25 multiplied by his years of credited service.
 2. For any such employee whose loss of credited service is on or after September 30, 1962 and prior to September 30, 1965, \$2.75 multiplied by his years of credited service.
 3. For any such employee whose loss of credited service is on or after September 30, 1965 and prior to September 30, 1968, \$4.25 multiplied by his years of credited service.
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4. For any such employee whose loss of credited service is on or after September 30, 1968 and prior to September 30, 1969, \$5.25 multiplied by his years of credited service.
5. For any such employee whose loss of credited service is on or after September 30, 1969 and prior to September 30, 1970, \$5.75 multiplied by his years of credited service.
6. For any such employee whose loss of credited service is on or after September 30, 1970 and prior to September 30, 1971, \$6.25 multiplied by his years of credited service.
7. For any such employee whose credited service was with the Wood-Ridge or Nuclear Facilities and whose loss of credited service is on or after September 30, 1971 and prior to September 30, 1974, \$8.00 multiplied by his years of credited service.
8. For any such employee whose credited service was with the Wood-Ridge or Nuclear Facilities and whose loss of credited service is on or after September 30, 1974 and prior to September 30, 1976, \$9.00 multiplied by his years of credited service.
9. For any such employee whose credited service was with the Wood-Ridge or Nuclear Facilities and whose loss of credited service is on or after September 30, 1976, \$10.00 multiplied by his years of credited service.

schedule g 2: Buffalo deferred pension rates

The monthly amount of such deferred pension commencing at age 65 for an employee at the Buffalo Facility eligible therefor in accordance with Article 9.02(d)(ii) shall be as follows:

1. For any such employee whose loss of credited service is prior to September 30, 1962, \$2.25 multiplied by his years of credited service.
 2. For any such employee whose loss of credited service is on or after September 30, 1962 and prior to September 30, 1965, \$2.75 multiplied by his years of credited service.
 3. For any such employee whose loss of credited service is on or after September 30, 1965 and prior to September 30, 1968, \$4.25 multiplied by his years of credited service.
 4. For any such employee whose loss of credited service is on or after September 30, 1968 and prior to September 30, 1969, \$5.25 multiplied by his years of credited service.
 5. For any such employee whose loss of credited service is on or after September 30, 1969 and prior to September 30, 1970, \$5.75 multiplied by his years of credited service.
 6. For any such employee whose loss of credited service is on or after September 30, 1970 and prior to September 30, 1971, \$6.25 multiplied by his years of credited service.
 7. For any such employee whose credited service was with the Buffalo Facility and whose loss of credited service is either:
 - a. On or after September 30, 1971 and prior to September 30, 1973, the sum of \$6.25 multiplied by his years of credited service prior to January 1, 1972 and \$7.00 multiplied by his years of credited service on or after January 1, 1972;
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- b. On or after September 30, 1973, the sum of \$6.50 multiplied by his years of credited service prior to January 1, 1972 and \$7.00 multiplied by his years of credited service on or after January 1, 1972;
- c. On or after September 30, 1974, the sum of \$7.00 multiplied by his years of credited service prior to January 1, 1972 and \$8.00 multiplied by his years of credited service on or after January 1, 1972;
- d. On or after September 30, 1975, \$8.00 multiplied by his years of credited service;
- e. On or after October 31, 1977 and prior to October 30, 1978, the sum of \$8.00 multiplied by his years of credited service prior to January 1, 1978 and \$9.00 multiplied by his years of credited service on and after January 1, 1978; or
- f. On or after October 31, 1978 and prior to November 2, 1980, the sum of \$8.00 multiplied by his years of credited service prior to January 1, 1978 and \$10.00 multiplied by his years of credited service on and after January 1, 1978; or
- g. On or after November 2, 1980, the sum of
 - \$8.00 multiplied by his years of credited service prior to January 1, 1978; and
 - \$10.00 multiplied by his years of credited service from January 1, 1978 through November 1, 1980; and
 - \$11.00 multiplied by his years of credited service from November 2, 1980 through November 1, 1981; and
 - \$12.00 multiplied by his years of credited service from November 2, 1981 through May 3, 1985; and
 - \$13.00 multiplied by his years of credited service from May 4, 1985 through July 23, 1993; and
 - \$17.00 multiplied by his years of credited service on and after July 24, 1993.

schedule g 3: Curtiss-wright flight systems deferred pension rates

The monthly amount of such deferred pension commencing at age 65 for an employee at the Curtiss-Wright Flight Systems Facility eligible therefor in accordance with Article 9.02(d)(ii) shall be as follows:

1. For any such employee whose loss of credited service is prior to September 30, 1962, \$2.25 multiplied by his years of credited service.
 2. For any such employee whose loss of credited service is on or after September 30, 1962 and prior to September 30, 1965, \$2.75 multiplied by his years of credited service.
 3. For any such employee whose loss of credited service is on or after September 30, 1965 and prior to September 30, 1968, \$4.25 multiplied by his years of credited service.
-

4. For any such employee whose loss of credited service is on or after September 30, 1968 and prior to September 30, 1969, \$5.25 multiplied by his years of credited service.
5. For any such employee whose loss of credited service is on or after September 30, 1969 and prior to September 30, 1970, \$5.75 multiplied by his years of credited service.
6. For any such employee whose loss of credited service is on or after September 30, 1970 and prior to September 30, 1971, \$6.25 multiplied by his years of credited service.
7. For any such employee whose loss of credited service is on or after September 30, 1971, \$6.25 multiplied by his years of credited service.

schedule g 4: Target rock corporation deferred Pension rates

The monthly amount of such deferred pension commencing at age 65 for an employee at the Target Rock Facility eligible therefor in accordance with Article 9.02(d)(ii) shall be as follows:

1. For any such employee whose loss of credited service is on or after June 1, 1967 and prior to September 30, 1968, \$4.25 multiplied by his years of credited service.
 2. For any such employee whose loss of credited service is on or after September 30, 1968 and prior to September 30, 1969, \$5.25 multiplied by his years of credited service.
 3. For any such employee whose loss of credited service is on or after September 30, 1969 and prior to September 30, 1970, \$5.25 multiplied by his years of credited service.
 4. For any such employee whose loss of credited service is on or after September 30, 1970 and prior to September 30, 1971, \$6.25 multiplied by his years of credited service.
 5. For any such employee whose credited service was at the Target Rock Corporation and whose loss of credited service is on or after September 30, 1971, and prior to June 1, 1975, \$8.00 multiplied by his years of credited service.
 6. For any such employee whose credited service was at the Target Rock Corporation and whose loss of credited service is on or after June 1, 1975, and prior to May 1, 1977, \$9.00 multiplied by his years of credited service.
 7. For any such employee whose credited service was with Target Rock Corporation and whose loss of credited service is on or after May 1, 1977, the sum of:
 - \$9.00 multiplied by his years of credited service prior to May 1, 1977;
 - \$10.00 multiplied by his years of credited service from May 1, 1977 to May 1, 1981;
 - \$11.00 multiplied by his years of credited service from May 1, 1981 to May 1, 1982;
 - \$12.00 multiplied by his years of credited service from May 1, 1982 to May 1, 1984;
 - \$13.00 multiplied by his years of credited service from May 1, 1984 to May 1, 1985;
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\$14.00 multiplied by his years of credited service from May 1, 1985 to May 1, 1986;

\$15.00 multiplied by his years of credited service from May 1, 1986 to July 31, 1994, but August 1, 1997, if he elected to participate in the Curtiss-Wright Corporation Savings and Investment Plan;

\$17.00 multiplied by his years of credited service from May 1, 1986 to July 31, 1994, if he elected to participate in the Curtiss-Wright Savings and Investment Plan;

\$19.00 multiplied by his years of credited service from August 1, 1997 to August 1, 1998;

\$21.00 multiplied by his years of credited service from August 1, 1998 to January 1, 2001;

\$23.00 multiplied by his years of credited service from January 1, 2001 to January 1, 2002;

\$25.00 multiplied by his years of credited service from January 1, 2002 to January 1, 2003;

\$28.00 multiplied by his years of credited service on or after January 1, 2003.

\$30.00 multiplied by his years of credited service on or after January 1, 2004.

\$32.00 multiplied by his years of credited service on or after January 1, 2005.

\$34.00 multiplied by his years of credited service on or after January 1, 2006.

\$36.00 multiplied by his years of credited service on or after January 1, 2007.

\$38.00 multiplied by his years of credited service on or after January 1, 2008.

\$41.00 multiplied by his years of credited service on or after January 1, 2009.

\$47.00 multiplied by his years of Credited Service on or after January 1, 2012.

\$49.00 multiplied by his years of Credited Service on or after January 1, 2013.

\$51.00 multiplied by his years of Credited Service on or after January 1, 2014.

\$54.00 multiplied by his years of Credited Service on or after January 1, 2015.

schedule H: Certain buffalo employees

Buffalo employees:

Bronzino, P. - \$1,657.92

Fennell, J. - \$3,021.00

Knox, D. - \$31,811.00

Niemczycki, J. - \$2,332.00

Osborn, D. - \$9,167.00

Sorrentino, W. - \$8,552.50

schedule i 1: Special factors for additional benefits referenced in Article 6.01(C)

(A)

	(c)(i)(A)	(c)(i)(B)	(c)(ii)(A)	(c)(ii)(B)	(c)(iii)(A)	(c)(iii)(B)	(c)(iii)(C)	(c)(iii)(D)
Permanent Number	Factor for 8/31/94 Er Indexed Accd for Svc up to 1/1/98	Factor for 8/31/94 Er Indexed Accd for Svc after 1/1/98	Factor for 1.0/1.5% of Avg Comp for Svc from 9/94 to 1/98	Factor for 1.0/1.5% of Avg Comp for Svc after 1/98	Factor applied to 12/31/97 Cash Balance	Factor for 1998 Cash Balance Accrual	Factor for 1999 Cash Balance Accrual	Factor for 2000 Cash Balance Accrual
47348	1.357712	0.223278	2.587989	4.318460	3.103844	3.409738	3.363556	3.252659
60016	0.626981	0.112032	1.641705	2.470229	1.926663	2.050663	2.090425	1.946812
29333	0.380750	0.065781	0.501072	0.930190	0.626109	0.691344	0.716675	0.640006
14745	0.350470	0.135912	0.423607	1.062577	0.524888	0.750000	0.772500	0.689835
308919	0.245972	0.069797	0.361295	0.686298	0.444945	0.521300	0.543344	0.471612
82763	0.315606	0.031211	0.332274	0.595356	0.442195	0.449700	0.473444	0.409565
192	0.178074	0.056171	0.284825	0.715141	0.340802	0.476231	0.497506	0.429841
9335	0.292616	0.056058	0.288145	0.682871	0.389166	0.447413	0.467606	0.400671

(B)

	(c)(iv)	(c)(iv)
Permanent Number	Additional Annual Benefit	Additional Cash Balance
29413	10,806.74	12,082.39
25873	2,771.29	1,076.75

SCHEdule i 2: Special factors for benefits referenced in Article 6.01(d)

	(d)(i)(A)	(d)(i)(B)	(d)(ii)(A)	(d)(ii)(B)
<u>Social Security Number</u>	<u>Factor for 08/31/94 E'er Indexed Accd for Service up to 12/31/00</u>	<u>Factor for 08/31/94 E'er Indexed Accd for Service from 01/01/01 to 12/31/03</u>	<u>Factor for 1.0%/1.5% of Avg. Comp for Service from 09/01/94 to 12/31/00</u>	<u>Factor for 1.0%/1.5% of Avg. Comp for Service from 01/01/01 to 12/31/03</u>
0.048891	0.048891	0.049845	0.076206	1.752618
0.000000	0.000000	0.000000	0.000000	0.000000
0.012630	0.012630	0.021939	0.059431	0.257717
0.170235	0.170235	0.107242	0.122444	0.925566
0.000000	0.000000	0.000000	0.000000	0.000000
0.062936	0.062936	0.046692	0.101374	0.643049
0.362002	0.362002	0.186156	0.403422	3.393319
0.000000	0.000000	0.000000	0.000000	0.000000
0.000000	0.000000	0.000000	0.000000	0.000000
0.146986	0.146986	0.068106	0.122234	1.071600
0.054142	0.054142	0.092608	0.060373	0.451201
0.111586	0.111586	0.072341	0.104032	0.616748
0.000000	0.000000	0.000000	0.000000	0.000000
0.000000	0.000000	0.000000	0.000000	0.000000
0.000000	0.000000	0.000000	0.000000	0.000000
0.007044	0.007044	0.005076	0.006200	0.049163
0.000000	0.000000	0.000000	0.000000	0.000000
0.000000	0.000000	0.000000	0.000000	0.000000

(d)(iii)(A)

(d)(iii)(B)

(d)(iii)(C)

(d)(iii)(D)

Social Security Number	Factor Applied to 12/31/2000 Cash Balance	Factor for 2001 Cash Balance Accrual	Factor for 2002 Cash Balance Accrual	Factor for 2003 Cash Balance Accrual
	0.055334	1.887089	1.887089	1.887089
	0.005584	0.000000	0.000000	0.000000
	0.000000	0.458479	0.458479	0.458479
	0.127453	0.416260	0.416260	0.416260
	0.011480	0.000000	0.000000	0.000000
	0.026110	0.729383	0.729383	0.729383
	0.261257	1.853613	1.853613	1.853613
	0.013852	0.000000	0.000000	0.000000
	0.036266	0.000000	0.000000	0.000000
	0.083023	0.945458	0.945458	0.945458
	0.070526	0.198974	0.198974	0.198974
	0.064930	0.604064	0.604064	0.604064
	0.034994	0.000000	0.000000	0.000000
	0.001974	0.000000	0.000000	0.000000
	0.009752	0.000000	0.000000	0.000000
	0.034705	0.021556	0.021556	0.021556
	0.036143	0.000000	0.000000	0.000000
	0.073154	0.000000	0.000000	0.000000

SCHEDULE i 3: Special factors for benefits referenced in Article 6.01(e)

Part (A)

<i>paragraph:</i>	(e)(i)(A)	(e)(i)(B)	(e)(ii)(A)	(e)(ii)(B)	(e)(iii)(A)	(e)(iii)(B)	(e)(iii)(C)	(e)(iii)(D)
Social Security Number	Factor for 08/31/94 Company Indexed Accrued Benefit for Service up to 12/31/03	Factor for 08/31/94 Company Indexed Accrued Benefit for Service from 01/01/04 to 12/31/06	Factor for 1.0%/1.5% of Average Compensation for Service from 09/01/94 to 12/31/03	Factor for 1.0%/1.5% of Average Compensation for Service from 01/01/04 to 12/31/06	Factor applied to 12/31/2003 Cash Balance	Factor for 2004 Cash Balance Accrual	Factor for 2005 Cash Balance Accrual	Factor for 2006 Cash Balance Accrual
	0.000030	0	0.000079	0.000016	0.017028	0	0	0
	0	0	0.178703	0.620694	0.049070	0.260574	0.260574	0.260574
	0.094728	0.055325	0.286785	0.760659	0.050949	0.260680	0.260680	0.260680
	0	0	0.153698	0.381550	0.206495	0.342341	0.342341	0.342341
	0	0	0.007199	0	0.011785	0	0	0
	0.084505	0.051585	0.047504	1.790416	0.070325	1.017055	1.017055	1.017055
	0.549688	0.194709	0.286090	10.426374	0.322283	4.367650	4.367650	4.367650
	0	0	0.162945	0.328535	0.106133	0.254545	0.254545	0.254545
	0.035114	0.021058	0.105525	0.275651	0.037198	0.096600	0.096600	0.096600
	0	0	0.425593	0.873242	0.452687	0.678602	0.678602	0.678602
	0.010605	0.003032	0.039669	0.054321	0.005594	0.017949	0.017949	0.017949
	0	0	0.043743	0.130618	0.023690	0.071002	0.071002	0.071002
	0.316965	0.190944	0.173763	5.314433	0.141206	2.284521	2.284521	2.284521
	0	0	0.477976	0.983501	0.387945	0.618129	0.618129	0.618129
	0	0	0.068096	0.204227	0.025206	0.093914	0.093914	0.093914
	0.030182	0.018106	0.112444	0.290023	0.014176	0.097387	0.097387	0.097387
	0	0	0.104742	0.316091	0.068122	0.149460	0.149460	0.149460
	0	0	0.124994	0.336665	0.150871	0.289662	0.289662	0.289662
	0	0	0.060648	0.007328	0.075764	0	0	0
	0	0	0.139515	0.433914	0.069886	0.196813	0.196813	0.196813
	0	0	0.235634	0.736120	0.148019	0.448895	0.448895	0.448895

Part (B)

<i>paragraph:</i>	(e)(iv)	(e)(iv)	
Social Security Number	Additional Annual Benefit	Additional Cash Balance	
		Amount	Allocation Date
	4,710.46	4,480.10	8/9/04
	13,128.20	18,906.28	1/23/05

SCHEdule i 4: Special factors for benefits referenced in Article 6.01(f)

<i>paragraph:</i>	(f)(i)(A)	(f)(i)(B)	(f)(ii)(A)	(f)(ii)(B)	(f)(iii)(A)	(f)(iii)(B)	(f)(iii)(C)	(f)(iii)(D)
ID (Last 4 SSN/DOB)	Factor for 08/31/94 Company Indexed Benefit for Service up to 12/31/06	Factor for 08/31/94 Company Indexed Accrued Benefit for Service from 01/01/07 to 12/31/09	Factor for 1.0%/1.5% of Average Compensation for Service from 09/01/94 to 12/31/06	Factor for 1.0%/1.5% of Average Compensation for Service from 01/01/07 to 12/31/09	Factor applied to 12/31/2006 Cash Balance	Factor for 2007 Cash Balance Accrual	Factor for 2008 Cash Balance Accrual	Factor for 2009 Cash Balance Accrual
	0	0	0.395743	0.793124	0.191128	0.375262	.0375262	.0375262

	0	0	0.134417	0.277931	0.061169	0.134380	0.134380	0.134380
	0	0	0.143437	0.580895	0.057516	0.300007	0.300007	0.300007
	0	0	0.266972	0.031008	0.070937	0.168199	0.168199	0.168199
	0	0	0.016481	0.006368	0.007943	0	0	0
	0.196065	0.060401	0.591087	0.872204	0.052016	0.247898	0.247898	0.247898
	0	0	0.301441	0.525847	0.062003	0.192332	0.192332	0.192332
	0	0	0.803788	0.142452	0.370361	0.442327	0.442327	0.442327
	0	0	0.276280	0.711843	0.152902	0.381865	0.381865	0.381865
	0	0	0.393526	5.111894	0.329333	2.211309	2.211309	2.211309
	0	0	0.134156	0	0.135336	0	0	0
			0.211821	0.707844	0.098530	0.348205	0.348205	0.348205
	0	0	0.521140	0	0.341954	0	0	0
	0	0	0.392552	0	0.036952	0	0	0
	0	0	0.268499	0.926240	0.092147	0.392675	0.392675	0.392675
	0	0	0.033110	0.005650	0.028019	0	0	0
	0	0	0.050044	0.113856	0.096659	0.101539	0.101539	0.101539
	0	0	0.116809	0.926363	0.107997	0.505838	0.505838	0.505838
	0	0	0.546902	0.248918	0.324974	0.262915	0.262915	0.262915
	0	0	0.021493	0.039890	0.017500	0.026598	0.026598	0.026598
	0	0	0.107633	0.083898	0.049470	0.038994	0.038994	0.038994
	0	0	1.131459	0.365078	0.998500	0.683310	0.683310	0.683310
	0	0	0.008776	0	0.004066	0	0	0
	0.106181	0.030599	0.141580	1.006776	0.041565	0.441330	0.441330	0.441330
	0	0	0.117013	0.237729	0.056847	0.107172	0.107172	0.107172
	0.103103	0.044602	0.442136	0.757476	0.042350	0.213976	0.213976	0.213976
	0	0	0.409198	0.776448	0.190114	0.361569	0.361569	0.361569
	0	0	0.289838	1.952508	0.123348	0.783949	0.783949	0.783949
	0.235065	0.092114	0.552175	2.459187	0.084426	0.709291	0.709291	0.709291
	0	0	0.567674	0.981303	0.169146	0.433871	0.433871	0.433871
	0	0	0.013497	0.009652	0.024154	0.008784	0.008784	0.008784
	0	0	0.846638	0.846852	0.581817	0.684875	0.684875	0.684875
	0	0	0.086509	1.081857	0.035607	0.439498	0.439498	0.439498
	0	0	0.365826	0.240766	0.317202	0.281319	0.281319	0.281319
	0	0	0.047663	0.092362	0.051944	0.076623	0.076623	0.076623
	0	0	0.417544	0.951402	0.568307	0.873429	0.873429	0.873429
	0	0	0.077896	0.961865	0.083130	0.593592	0.593592	0.593592
	0	0	0.123970	0	0.108089	0	0	0
	0.352079	0.081123	1.342181	2.229071	0.153487	0.654119	0.654119	0.654119
	0.151955	0.060147	0.534826	0.982022	0.040162	0.267969	0.267969	0.267969
	0	0	0.636896	1.136248	0.140655	0.411685	0.411685	0.411685
	0	0	0.600043	0.913678	0.474784	0.663998	0.663998	0.663998
	0	0	0.526994	0.621291	0.454438	0.502114	0.502114	0.502114
	0	0	0.048776	0.009953	0.017850	0	0	0
	0	0	0.043772	0.099318	0.091797	0.083633	0.083633	0.083633
	0	0	0.107534	0.263760	0.023241	0.098786	0.098786	0.098786
	0	0	0.231361	0.981171	0.070808	0.379007	0.379007	0.379007
	0	0	0.218108	0.321028	0.185860	0.219693	0.219693	0.219693
	0	0	0.208721	0.493638	0.049417	0.183390	0.183390	0.183390
	0	0	0.003290	0.000324	0.001405	0	0	0
	0	0	0.138953	0.439812	0.066331	0.220391	0.220391	0.220391
	0.161407	0	0.085203	0	0.151077	0	0	0

	0	0	0.097845	0.890468	0.056880	0.555118	0.555118	0.555118
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schedule J: Special PROVISIONS APPLICABLE TO employees of ACQUIRED ENTITIES

The provisions of this Schedule J shall apply to Employees who were formerly employed by entities that were acquired by the Company or an Affiliated Company and, to the extent specified, to Employees who are employed at such operations or facilities subsequent to the acquisition thereof.

Prior to January 1, 2005 the term "Entry Date" as used herein, shall mean the first day of every January, April, July and October. After January 1, 2005 employees enter the Plan following completion of one Year of Service in accordance with Article 2.01.

1. Aviall, Inc.

Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on May 21, 1996 whose immediate prior service was with the Aviall, Inc. and who was employed by such entity at such date:

- (a) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii).
- (b) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
- (c) For purposes of determining Credited Service, he shall have Credited Service computed from May 21, 1996.

2. Alpha Heat Treaters Division of Alpha-Beta Industries, Inc.

Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on April 30, 1998 whose immediate prior service was with the Alpha Heat Treaters Division of Alpha-Beta Industries, Inc. and who was employed by such entity at such date:

- (a) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii).
 - (b) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
 - (c) For purposes of determining Credited Service, he shall have Credited Service computed from April 30, 1998.
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3. Servus

Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on August 1, 1998 whose immediate prior service was with Servus and who was employed by such entity at such date:

- (a) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii).
- (b) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
- (c) For purposes of determining Credited Service, he shall have Credited Service computed from August 1, 1998.

4. Enertech

Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on August 1, 1998 whose immediate prior service was with Enertech and who was employed by such entity at such date:

- (a) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii).
- (b) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
- (c) For purposes of determining Credited Service, he shall have Credited Service computed from August 1, 1998.

5. Metallurgical Processing, Inc.

Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on July 1, 1999 whose immediate prior service was with Metallurgical Processing, Inc. and who was employed by such entity at such date:

- (a) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii).
 - (b) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
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- (c) For purposes of determining Credited Service, he shall have Credited Service computed from July 1, 1999.

6. Teledyne Fluid Systems - Farris/Sprague

Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on August 28, 1999 whose immediate prior service was with Teledyne Fluid Systems and who was employed by such entity at such date:

- (a) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii).
- (b) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
- (c) For purposes of determining Credited Service, he shall have Credited Service computed from August 28, 1999.

7. EF Quality Heat Treating

Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on December 14, 2000 whose immediate prior service was with EF Quality Heat Treating and who was employed by such entity at such date:

- (a) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii).
- (b) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
- (c) For purposes of determining Credited Service, he shall have Credited Service computed from December 14, 2000.

8. Lau Defense Systems and Vista Controls

Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on November 1, 2001 whose immediate prior service was with Lau Defense Systems or Vista Controls and who was employed by such entity at such date:

- (a) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii).
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- (b) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
- (c) For purposes of determining Credited Service, he shall have Credited Service computed from November 1, 2001.

9. Ironbound Heat Treating Company

Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on November 5, 2001 whose immediate prior service was with Ironbound Heat Treating Company and who was employed by such entity at such date:

- (a) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii).
- (b) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
- (c) For purposes of determining Credited Service, he shall have Credited Service computed from November 5, 2001.

10. Peerless Instrument Company

Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on November 8, 2001 whose immediate prior service was with Peerless Instrument Company and who was employed by such entity at such date:

- (a) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii).
- (b) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
- (c) For purposes of determining Credited Service, he shall have Credited Service computed from November 8, 2001.

11. Deltavalve USA, L.L.C.

Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on December 12, 2001 whose immediate prior service was with Deltavalve USA, L.L.C. and who was employed by such entity at such date:

- (a) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service,
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and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii).

- (b) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
- (c) For purposes of determining Credited Service, he shall have Credited Service computed from December 12, 2001.

12. Bodycote Thermal Processing

Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on December 19, 2001 whose immediate prior service was with Bodycote Thermal Processing and who was employed by such entity at such date:

- (a) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii).
- (b) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
- (c) For purposes of determining Credited Service, he shall have Credited Service computed from December 19, 2001.

13. Penny & Giles Controls, Inc.

Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on April 1, 2002 whose immediate prior service was with Penny & Giles Controls, Inc. and who was employed by such entity at such date:

- (a) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii).
- (b) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
- (c) For purposes of determining Credited Service, he shall have Credited Service computed from April 1, 2002.

14. Autronics Corp.

Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on April 1, 2002 whose immediate prior service was with Autronics Corp. and who was employed by such entity at such date:

- (a) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii).
- (b) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
- (c) For purposes of determining Credited Service, he shall have Credited Service computed from April 1, 2002.

15. Curtiss-Wright Electro-Mechanical Corp.

Notwithstanding any provision hereof to the contrary, no Employee who is employed by Curtiss-Wright Electro-Mechanical Corp., or any subsidiary or division thereof shall be eligible to become a Participant in this Plan.

16. TAPCO

- (a) Notwithstanding any provision hereof to the contrary, no Employee who is employed by TAPCO International, Inc., or any subsidiary or division thereof shall be eligible to become a Participant in this Plan prior to November 1, 2004.
- (b) Effective as of October 1, 2004, an Employee at the operations and facilities acquired by the Company in its acquisition of TAPCO shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

17. Collins Technologies

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on March 1, 2003 whose immediate prior service was with Collins Technologies and who was employed by such entity at such date:
 - (i) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
 - (ii) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
 - (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of Collins Technologies, who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any
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benefits under the Plan, except for benefits determined in accordance with Article 4.

18. Advanced Materials Process Corp.

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on March 12, 2003 whose immediate prior service was with Advanced Materials Process Corp. and who was employed by such entity at such date:
 - (i) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii).
 - (ii) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
- (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of Advanced Materials Process Corp., who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b).

19. E/M Coatings

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on April 2, 2003 whose immediate prior service was with E/M Coatings and who was employed by such entity at such date:
 - (i) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
 - (ii) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
 - (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of E/M Coatings, who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
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20. Peritek Corp.

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on August 1, 2003 whose immediate prior service was with Peritek Corp. and who was employed by such entity at such date:
 - (i) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
 - (ii) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
- (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of Peritek Corp., who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

21. Systran Corp.

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on December 1, 2003 whose immediate prior service was with Systran Corp. and who was employed by such entity at such date:
 - (i) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
 - (ii) Such an Employee shall be 100% vested in his benefit as determined in accordance with Article 4.
- (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of Systran Corp., who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

22. Collins, Long Island (formerly referred to as Novatronics, Inc.)

- (a) Notwithstanding any provision hereof to the contrary, no Employee who is employed at operations or facilities acquired by the Company in its acquisition of Novatronics, Inc. shall be eligible to become a Participant in this Plan prior to September 1, 2005.
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- (b) Effective as of September 1, 2005, an Employee at the operations and facilities acquired by the Company in its acquisition of Novatronics, Inc. shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.02. In computing the benefits accrued under Article 4.02, only Compensation earned on and after September 1, 2005 shall be counted.
- (c) For purposes of determining an Employee's Vesting Years of Service, the Employee's period of prior service with Novatronics, Inc. rendered prior to the date of acquisition shall be included. In computing such prior service, an Employee who is credited with at least one Hour of Service prior to July 1 of a calendar year shall receive one full Vesting Year of Service for that calendar year; otherwise no credit shall be credited for that calendar year.

23. DY4 Systems, Inc.

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on January 31, 2004 whose immediate prior service was with DY4 Systems, Inc. and who was employed by such entity at such date:
 - (i) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
 - (ii) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
- (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of DY4 Systems, Inc., who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

24. Everlube Products

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on April 2, 2004 whose immediate prior service was with Everlube Products and who was employed by such entity at such date:
 - (i) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided,
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however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

- (ii) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.
- (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of Everlube Products, who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

25. IMES Engineering, Inc.

- (a) Notwithstanding any provision hereof to the contrary, no Employee who is employed at any operations or facilities acquired by the Company in its acquisition of IMES Engineering, Inc. shall be eligible to become a Participant in this Plan.
- (b) Effective January 1, 2009, any Employee who is employed at any operations or facilities acquired by the Company in its acquisition of IMES Engineering, Inc. shall be eligible to participate in the Cash Balance Account as described in Article 4.
- (c) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with IMES Engineering, Inc. immediately prior to its acquisition by Curtiss-Wright Corporation shall be included.
- (d) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of IMES Engineering, Inc., who is not an Employee of IMES Engineering, Inc. on January 1, 2009 shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

26. Nova Machine Products Corp.

Notwithstanding any provision hereof to the contrary, no Employee who is employed at any operations or facilities acquired by the Company in its acquisition of Nova Machine Products Corp. shall be eligible to become a Participant in this Plan.

Effective January 1, 2008, Nova Machine Products Corp. employees will be eligible to participate in the Cash Balance Account as described in Article 4.

27. Trentec, Inc.

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on May 24, 2004 whose immediate prior service was with Trentec, Inc. and who was employed by such entity at such date:
 - (i) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or
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her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

(ii) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.

(b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of Trentec, Inc., who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Section 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

28. Primagraphics

(a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on May 28, 2004 whose immediate prior service was with Primagraphics and who was employed by such entity at such date:

(i) Such an Employee shall be eligible to participate in the Plan as of the Entry Date coinciding with or next following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

(ii) For purposes of determining Vesting Years of Service, his period of such prior service shall be included.

(b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of Primagraphics, who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

29. IMC Magnetics Corporation

(a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee whose immediate prior service was with IMC Magnetics Corporation and who was employed by such entity at such date:

(i) Such an Employee shall be eligible to participate in the Plan following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided, however, that such an Employee shall not accrue

any benefits under the Plan, except for benefits determined in accordance with Article 4.

(ii) For purposes of determining Vesting Years of Service, his or her period of such prior service determined from his or latest date of hire with IMC prior to its acquisition by Curtiss-Wright Corporation shall be included.

(b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of IMC Magnetics Corporation, who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

30. Scientech LLC.

(a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on May 9, 2007, whose immediate prior service was with Scientech LLC and who was employed by such entity at such date:

(i) Such an Employee shall be eligible to participate in the Plan following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

(ii) For purposes of determining Vesting Years of Service, his or her period of such prior service determined from his or latest date of hire with Scientech LLC prior to its acquisition by Curtiss-Wright Corporation shall be included.

(b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of Scientech LLC, who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

31. Valve Systems and Controls

(a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on June 1, 2007, whose immediate prior service was with Valve Systems and Controls and who was employed by such entity at such date:

(i) Such an Employee shall be eligible to participate in the Plan following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided, however, that such an Employee shall not accrue

any benefits under the Plan, except for benefits determined in accordance with Article 4.

(ii) For purposes of determining Vesting Years of Service, his or her period of such prior service determined from his or latest date of hire with Valve Systems and Controls prior to its acquisition by Curtiss-Wright Corporation shall be included.

(b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of Valve Systems and Controls, who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

32. Parylene Coating Services, Inc. (PCS)

(a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on September 3, 2008, whose immediate prior service was with Parylene Coating Services, Inc. (PCS) and who was employed by such entity at such date:

(i) Such an Employee shall be eligible to participate in the Plan following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

(ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with Parylene Coating Services, Inc. (PCS) prior to its acquisition by Curtiss-Wright Corporation shall be included.

(b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of Parylene Coating Services, Inc. (PCS), who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

33. V-Metro

(a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on October 15, 2008, whose immediate prior service was with V-Metro and who was employed by such entity at such date:

(i) Such an Employee shall be eligible to participate in the Plan as of January 1, 2009, and shall remain eligible so long as he or she continues

to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

(ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with V-Metro prior to its acquisition by Curtiss-Wright Corporation shall be included.

(b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of V-Metro, who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

34. Nu-Torque

(a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on January 16, 2009 whose immediate prior service was with Nu-Torque and who was employed by such entity at such date:

(i) Such an Employee shall be eligible to participate in the Plan following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

(ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with Nu-Torque immediately prior to its acquisition by Curtiss-Wright Corporation.

(b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of Nu-Torque, who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.”

35. EST Group

(a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on March 6, 2009 whose immediate prior service was with EST Group and who was employed by such entity at such date:

(i) Such an Employee shall be eligible to participate in the Plan as of July 1, 2009, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

- (ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with EST Group immediately prior to its acquisition by Curtiss-Wright Corporation.
- (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of EST Group, who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

36. Northeast Technology Corporation (NETCO)

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on May 15, 2009 whose immediate prior service was with Northeast Technology Corporation (NETCO) and who was employed by such entity at such date:
 - (i) Such an Employee shall be eligible to participate in the Plan following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
 - (ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with Northeast Technology Corporation (NETCO) immediately prior to its acquisition by Curtiss-Wright Corporation.
- (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of Northeast Technology Corporation (NETCO), who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

37. Modumend, Inc.

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on June 19, 2009 whose immediate prior service was with Modumend, Inc. and who was employed by such entity at such date:
 - (i) Such an Employee shall be eligible to participate in the Plan following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
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- (ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with Modumend, Inc. immediately prior to its acquisition by Curtiss-Wright Corporation.
- (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of Modumend, Inc., who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

38. Hybricon Corporation

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on June 1, 2010 whose immediate prior service was with Hybricon Corporation and who was employed by such entity at such date:
 - (i) Such an Employee shall be eligible to participate in the Plan as of October 1, 2010, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(b)(i) and (ii), provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
 - (ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with Hybricon Corporation immediately prior to its acquisition by Curtiss-Wright Corporation.
- (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of Hybricon Corporation, who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(b), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

39. Predator Systems, Inc.

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on January 7, 2011 whose immediate prior service was with Predator Systems, Inc. and who was employed by such entity on such date:
 - (i) Such an Employee shall be eligible to participate in the Plan following the date he or she completes a Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(a), provided, however that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
 - (ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with Predator Systems, Inc. immediately prior to its acquisition by the Company.
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- (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of Predator Systems, Inc., who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(a), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

40. Douglas Equipment Ltd.

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on April 6, 2011 whose immediate prior service was with Douglas Equipment Ltd. and who was employed by such entity on such date:
 - (i) Such an Employee shall be eligible to participate in the Plan following the date he or she completes a Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements of Article 2.01(a), provided, however that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
 - (ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with Douglas Equipment Ltd. immediately prior to the acquisition of its assets by the Company.
- (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of the assets of Douglas Equipment Ltd., who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(a), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

41. BASF Surface Technologies

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on April 8, 2011 whose immediate prior service was with the Surface Technologies business of BASF Corporation and who was employed by such entity on such date:
 - (i) Such an Employee shall be eligible to participate in the Plan following the date he or she completes a Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(a), provided, however that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
 - (ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with BASF Corporation immediately prior to the acquisition of the assets of its Surface Technologies business by the Company.
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- (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of the assets of the Surface Technologies business of BASF Corporation, who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(a), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

42. IMR Test Labs

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on July 25, 2011 whose immediate prior service was with IMR Test Labs and who was employed by such entity on such date:
 - (i) Such an Employee shall be eligible to participate in the Plan following the date he or she completes a Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(a), provided, however that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
 - (ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with IMR Test Labs immediately prior to the acquisition of its assets by the Company.
- (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of the assets of IMR Test Labs, who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(a), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

43. ACRA Control, Inc.

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on July 28, 2011 whose immediate prior service was with ACRA Control, Inc. and who was employed by such entity on such date:
 - (i) Such an Employee shall be eligible to participate in the Plan as of the later of January 1, 2012, or the date he or she completes a Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(a), provided, however that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
 - (ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with ACRA Control, Inc. immediately prior to its acquisition by the Company.
 - (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of ACRA Control,
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Inc., who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(a), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

44. South Bend Controls Holdings, LLC

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on October 11, 2011 whose immediate prior service was with South Bend Controls Holdings, LLC and who was employed by such entity on such date:
 - (i) Such an Employee shall be eligible to participate in the Plan following the date he or she completes a Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(a), provided, however that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
 - (ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with South Bend Controls Holdings, LLC immediately prior to the acquisition of its assets by the Company.
- (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of the assets of South Bend Controls Holdings, LLC, who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(a), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

45. Anatec International, Inc.

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on December 5, 2011 whose immediate prior service was with Anatec International, Inc. and who was employed by such entity on such date:
 - (i) Such an Employee shall be eligible to participate in the Plan following the date he or she completes a Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(a), provided, however that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
 - (ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with Anatec International, Inc. immediately prior to the acquisition of its assets by the Company.
 - (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of the assets of Anatec International, Inc., who is not an Employee described in paragraph (a), shall
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be eligible to become a Participant in accordance with Article 2.01(a), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

46. Lambert, MacGill, Thomas, Inc.

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on December 5, 2011 whose immediate prior service was with Lambert, MacGill, Thomas, Inc. and who was employed by such entity on such date:
 - (i) Such an Employee shall be eligible to participate in the Plan following the date he or she completes a Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01(a), provided, however that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
 - (ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with Lambert, MacGill, Thomas, Inc. immediately prior to the acquisition of its assets by the Company.
- (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities acquired by the Company in its acquisition of the assets of Lambert, MacGill, Thomas, Inc., who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01(a), but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

47. Penny and Giles Drives Technology

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on November 1, 2012 whose immediate prior service was with Penny and Giles Drives Technology ("PGDT") and who was employed by such entity on such date:
 - (i) Such an Employee shall be eligible to participate in the Plan following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01, provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
 - (ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with PGDT immediately prior to its acquisition by Curtiss-Wright Corporation.
 - (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the PGDT operations and facilities acquired by Curtiss-Wright Corporation who is not an
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Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01, but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

48. AP Services, LLC

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on November 5, 2012 whose immediate prior service was with AP Services, LLC or an affiliate thereof ("AP") and who was employed by such entity on such date:
 - (i) Such an Employee shall be eligible to participate in the Plan following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01, provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4 effective for periods beginning on or after January 1, 2013.
 - (ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with AP immediately prior to its acquisition by Curtiss-Wright Corporation.
- (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the AP operations and facilities acquired by Curtiss-Wright Corporation who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01, but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4 effective for periods beginning on or after January 1, 2013.

49. Cimarron Energy Inc.

Notwithstanding any provision in this Plan to the contrary:

- (a) For purposes of determining Years of Eligibility Service and Vesting Years of Service with respect to any Employee who became an Employee on November 26, 2012, whose immediate prior service was with Cimarron Energy Inc. ("Cimarron") or an affiliate thereof, and who was employed by such entity at such date, service shall commence with his or her most recent date of hire with such entity immediately prior to its acquisition by Curtiss-Wright Corporation.
- (b) An Employee at the operations and facilities that were acquired by Curtiss-Wright Corporation in its acquisition of Cimarron, whether or not such Employee is described in paragraph (a) above, shall not be eligible to participate in and accrue any benefits under the Plan while employed at such operations and facilities.

50. Williams Controls, Inc.

Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities that were acquired by Curtiss-Wright Corporation in its acquisition of Williams

Controls, Inc. on December 14, 2012, shall not be eligible to participate in and accrue any benefits under the Plan while employed at such operations and facilities.

51. Exlar Corporation

Notwithstanding any provision in this Plan to the contrary, an Employee at the operations and facilities that were acquired by Curtiss-Wright Corporation in its acquisition of Exlar Corporation on January 2, 2013, shall not be eligible to participate in and accrue any benefits under the Plan while employed at such operations or facilities.

52. F.W. Gartner Thermal Spraying, Ltd.

- (a) Notwithstanding any provision in this Plan to the contrary, the following rules shall apply to an Employee hired on January 3, 2013, whose immediate prior service was with F.W. Gartner Thermal Spraying, Ltd. or an affiliate thereof ("Gartner") and who was employed by such entity at such date:
 - (i) Such an Employee shall be eligible to participate in the Plan following the date he or she completes his or her Year of Eligibility Service, which Year of Eligibility Service shall include such prior service, and shall remain eligible so long as he or she continues to satisfy the eligibility requirements in Article 2.01, provided, however, that such an Employee shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.
 - (ii) For purposes of determining Vesting Years of Service, vesting service shall commence with his or her most recent date of hire with Gartner immediately prior to its acquisition by Curtiss-Wright Corporation.
- (b) Notwithstanding any provision in this Plan to the contrary, an Employee at the Gartner operations and facilities acquired by the Company, who is not an Employee described in paragraph (a), shall be eligible to become a Participant in accordance with Article 2.01, but shall not accrue any benefits under the Plan, except for benefits determined in accordance with Article 4.

SCHEDULE K 1: SPECIAL PROVISIONS FOR SUPPLEMENTAL CREDITS FOR PARTICIPANTS AFFECTED BY CERTAIN REDUCTIONS IN FORCE

1. Target Rock Operations - August 1, 2000 through August 15, 2000

For each Participant employed at the Company's Target Rock operations and whose employment with the Company is terminated between August 1, 2000 and August 15, 2000, in connection with or as a result of a reduction in force at the Target Rock operations, a supplemental credit shall be added to his Escalating Annuity Benefit. The amount of such supplemental credits shall be determined as follows: an amount equal to the product of (i) 4/75, (ii) his number of years of Service, and (iii) his weekly base rate of pay, provided, however, that the number of years of Service taken into account for this purpose shall not be less than 4 years and shall not be greater than 24 years.

2. Company-wide Operations - August 24, 2001 through November 17, 2001

For each Participant whose employment with the Company is terminated between August 24, 2001 and November 17, 2001, in connection with or as a result of the Company's reduction in force program, a supplemental credit shall be added to his Escalating Annuity Benefit. The amount of such supplemental credits, shall be determined as follows: an amount equal to the product of (i) 8/75, (ii) his number of years of Service, and (iii) his weekly base rate of pay, provided, however, that the number of years of Service taken into account for this purpose shall not be less than 4 years and shall not be greater than 24 years for a Participant who is a salaried or exempt employee and shall not be greater than 8 years for a Participant who is a nonexempt employee.

3. Corporate Headquarters, Farris, Gastonia, Shelby, Flight Systems - Miami, and Metal Improvement - Carlstadt: February 1, 2002 through March 29, 2002

For each Participant whose employment with the Company is terminated between February 1, 2002 and March 29, 2002, in connection with or as a result of the Company's reduction in force program at the Corporate headquarters, and at Farris, Gastonia, Flight Systems - Miami, and Metal Improvement - Carlstadt operations, a supplemental credit shall be added to his Escalating Annuity Benefit. The amount of such supplemental credits, shall be determined as follows: an amount equal to the product of (i) 8/75, (ii) his number of years of Service, and (iii) his weekly base rate of pay, provided, however, that the number of years of Service taken into account for this purpose shall not be less than 4 years and shall not be greater than 24 years for a Participant who is a salaried or exempt employee and shall not be greater than 8 years for a Participant who is a nonexempt employee.

4. Flight Systems - Shelby, Flight Systems - Lau/Vista, Flow Control - Target Rock, Metal Improvement, and Corporate Headquarters: August 29, 2002 through October 31, 2002

For each Participant whose employment with the Company is terminated between August 29, 2002 and October 31, 2002, in connection with or as a result of the Company's reduction in force program at the Flight Systems - Shelby, Flight Systems - Lau/Vista, Flow Control - Target Rock, and Metal Improvement operations and at the Corporate headquarters, a supplemental credit shall be added to his Escalating Annuity Benefit. The amount of such supplemental credits, shall be determined as follows: an amount equal to the product of (i) 8/75, (ii) his number of years of Service, and (iii) his weekly base rate of pay, provided, however, that the number of years of Service taken into account for this purpose shall not be less than 4 years and shall not be greater than 24 years for a Participant who is a salaried or exempt employee and shall not be greater than 8 years for a Participant who is a nonexempt employee.

5. Metal Improvement: June 6, 2003 through June 30, 2003

For each Participant whose employment with the Company is terminated between June 6, 2003 and June 30, 2003, in connection with or as a result of the Company's reduction in force program at the Metal Improvement operations, a supplemental credit shall be added to his Escalating Annuity Benefit. The amount of such supplemental credits, shall be determined as follows: an amount equal to the product of (i) 8/75, (ii) his number of years of Service, and (iii) his weekly base rate of pay, provided, however, that the number of years of Service taken into account for this purpose shall not be less than 4 years and shall not be greater than 24 years for a Participant who is a salaried or exempt employee and shall not be greater than 8 years for a Participant who is a nonexempt employee.

6. Controls - Pine Brook, NJ and Commercial Technologies: March 10, 2004 through April 9, 2004

For each Participant whose employment with the Company is terminated between March 10, 2004 and April 9, 2004, in connection with or as a result of the closure of the Controls - Pine Brook, NJ operations or the sale of the Commercial Technologies business unit, a supplemental credit shall be added to his Escalating Annuity Benefit. The amount of such supplemental credits, shall be determined as follows: an amount equal to the product of (i) 8/75, (ii) his number of years of Service, and (iii) his weekly base rate of pay, provided, however, that the number of years of Service taken into account for this purpose shall not be less than 4 years and shall not be greater than 24 years for a Participant who is a salaried or exempt employee and shall not be greater than 8 years for a Participant who is a nonexempt employee.

7. Controls -- Synergy, San Diego, CA Business Unit: February 1, 2005 through April 15, 2005

For each Participant whose employment with the Company is terminated between February 1, 2005 and April 15, 2005, in connection with or as a result of the reduction in force at the Controls - Synergy, San Diego, CA business unit, a supplemental credit shall be added to his Escalating Annuity Benefit. The amount of such supplemental credit shall be determined as follows: an amount equal to the product of (i) 8/75, (ii) the greater of (A) four or (B) his number of years of Service, and (iii) his weekly base rate of pay, provided, however, that for a Participant who is a nonexempt employee, the number taken into account for purposes of item (ii) shall not be less than the sum of (A) two, plus (B) his number of years of Service.

8. Controls Embedded Computing San Diego and Santa Clarita CA and Littleton MA Business Units, and Controls Integrated Sensing, Long Beach CA Business Unit: January 12, 2006 through February 10, 2006

For each Participant whose employment with the Company is terminated between January 12, 2006 and February 10, 2006, in connection with or as a result of the Company's reduction in force program at the Controls Embedded Computing, San Diego and Santa Clarita CA, and Littleton MA business units, and Controls Integrated Sensing, Long Beach CA business unit, a supplemental credit shall be added to his Escalating Annuity Benefit. The amount of such supplemental credit shall be determined as follows: an amount equal to the product of (i) 4/75, (ii) his number of years of Service, and (iii) his weekly base rate of pay, provided, however, that the number of years of Service taken into account for this purpose shall not be less than 2 years and shall not be greater than 24 years for a Participant who is a salaried or exempt employee and shall not be greater than 6 years for a Participant who is a nonexempt employee.

9. Controls Embedded Computing San Diego and Santa Clarita CA and Littleton MA Business Units, and Controls Integrated Sensing, Long Beach CA Business Unit: April 25, 2006 through June 10, 2006

For each Participant whose employment with the Company is terminated between April 25, 2006 and June 10, 2006, in connection with or as a result of the Company's reduction in force program at the Controls Embedded Computing, San Diego and Santa Clarita CA, Dayton, OH, Leesburg, VA and Littleton MA business units a supplemental credit shall be added to his Escalating Annuity Benefit. The amount of such supplemental credit shall be determined as follows: an amount equal to the product of (i) 4/75, (ii) his number of years of Service, and (iii) his weekly base rate of pay, provided, however, that the number of years of Service taken into account for this purpose shall

not be less than 2 years and shall not be greater than 24 years for a Participant who is a salaried or exempt employee and shall not be greater than 6 years for a Participant who is a nonexempt employee.

schedule k 2: Special Vesting provisions for participants affected by certain reductions in force

1. Target Rock Operations - August 1, 2000 through August 15, 2000

Notwithstanding any provision hereof to the contrary, a Participant whose employment with the Company is terminated between August 1, 2000 and August 15, 2000, in connection with or as a result of a reduction in force at the Target Rock operations shall be 100% vested in his Normal Retirement Benefit and his Escalating Annuity Benefit.

2. Company-wide Operations - August 24, 2001 through November 17, 2001

Notwithstanding any provision hereof to the contrary, a Participant whose employment with the Company is terminated between August 24, 2001 and November 17, 2001, in connection with or as a result of the Company's reduction in force program shall be 100% vested in his Normal Retirement Benefit and his Escalating Annuity Benefit.

3. Corporate Headquarters, Farris, Gastonia, Shelby, Flight Systems - Miami, and Metal Improvement - Carlstadt: February 1, 2002 through March 29, 2002

Notwithstanding any provision hereof to the contrary, a Participant whose employment with the Company is terminated between February 1, 2002 and March 29, 2002, in connection with or as a result of the Company's reduction in force program at Corporate headquarters, and at the Farris, Gastonia, Flight Systems - Miami, and Metal Improvement - Carlstadt operations shall be 100% vested in his Normal Retirement Benefit and his Escalating Annuity Benefit.

4. Flight Systems - Shelby, Flight Systems - Lau/Vista, Flow Control - Target Rock, Metal Improvement, and Corporate Headquarters: August 29, 2002 through October 31, 2002

Notwithstanding any provision hereof to the contrary, a Participant whose employment with the Company is terminated between August 29, 2002 and October 31, 2002, in connection with or as a result of the Company's reduction in force program at the Flight Systems - Shelby, Flight Systems - Lau/Vista, Flow Control - Target Rock, and Metal Improvement operations and at Corporate headquarters shall be 100% vested in his Normal Retirement Benefit and his Escalating Annuity Benefit.

5. Metal Improvement: June 6, 2003 through June 30, 2003

Notwithstanding any provision hereof to the contrary, a Participant whose employment with the Company is terminated between June 6, 2003 and June 30, 2003, in connection with or as a result of the Company's reduction in force program at the Metal Improvement operations shall be 100% vested in his Normal Retirement Benefit and his Escalating Annuity Benefit.

6. Controls - Pine Brook, NJ and Commercial Technologies: March 10, 2004 through April 9, 2004

Notwithstanding any provision hereof to the contrary, a Participant whose employment with the Company is terminated between March 10, 2004 and April 9, 2004, in connection with or as a result

of the closure of the Controls - Pine Brook, NJ operations or the sale of the Commercial Technologies business unit shall be 100% vested in his Normal Retirement Benefit and his Escalating Annuity Benefit.

7. Controls -- Synergy, San Diego, CA Business Unit: February 1, 2005 through April 15, 2005

Notwithstanding any provision hereof to the contrary, a Participant whose employment with the Company is terminated between February 1, 2005 and April 15, 2005, in connection with or as a result of the reduction in force at the Controls - Synergy, San Diego, CA business unit, shall be 100% vested in his Escalating Annuity Benefit.

8. Controls Embedded Computing San Diego and Santa Clarita CA and Littleton MA Business Units, and Controls Integrated Sensing, Long Beach CA Business Unit: January 12, 2006 through February 10, 2006

Notwithstanding any provisions hereof to the contrary, a Participant whose employment with the Company is terminated between January 12, 2006 and February 10, 2006, in connection with or as a result of the Company's reduction in force program at the Controls Embedded Computing, San Diego and Santa Clarita CA, and Littleton MA business units, and Controls Integrated Sensing, Long Beach CA Business Unit shall be 100% vested in any Normal Retirement Benefit and any Escalating Annuity Benefit to which he or she may be eligible and entitled.

9. Controls Embedded Computing San Diego and Santa Clarita CA and Littleton MA Business Units, and Controls Integrated Sensing, Long Beach CA Business Unit: April 25, 2006 through June 10, 2006

Notwithstanding any provisions hereof to the contrary, a Participant whose employment with the Company is terminated between April 25, 2006 and June 10, 2006, in connection with or as a result of the Company's reduction in force program at the Controls Embedded Computing, San Diego and Santa Clarita CA, Dayton, OH, Leesburg, VA and Littleton MA business units, shall be 100% vested in any Normal Retirement Benefit and any Escalating Annuity Benefit to which he or she may be eligible and entitled.

Effective as of

January 1, 2015

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CURTISS-WRIGHT CORPORATION RETIREMENT PLAN

EMD COMPONENT

INTRODUCTION

The Curtiss-Wright Electro-Mechanical Division Pension Plan (the “EMD Plan”) was established effective October 29, 2002, to provide retirement benefits for eligible employees of the Curtiss-Wright Electro-Mechanical Corporation (“EMD”), a wholly owned subsidiary of Curtiss-Wright Flow Control Corporation (“CWFC”), a wholly owned subsidiary of Curtiss-Wright Corporation.

In a transaction that was effective October 29, 2002, CWFC acquired the operations that comprise EMD from Westinghouse Government Services Company LLC. (“WGSC”), a subsidiary of Washington Group International, Inc. (“WGI”). Prior to the acquisition of EMD by CWFC, eligible employees at EMD participated in the Westinghouse Government Services Group Pension Plan (the “Predecessor Plan”), a pension plan maintained by WGSC and qualified under Section 401(a) of the Code. In accordance with an agreement between CWFC and WGSC, assets and liabilities under the Predecessor Plan (the “Transferred Assets and Liabilities”), determined as of the Effective Date, were transferred to the EMD Plan in a transaction that complied with Section 414(l) of the Code. The Transferred Assets and Liabilities comprised liabilities for benefits of participants in the Predecessor Plan who were employed at EMD as of the Effective Date and for benefits of participants in the Predecessor Plan who had terminated employment at EMD with a vested right to a deferred benefit from the Predecessor Plan or who had commenced receiving benefits from the Predecessor Plan prior to the Effective Date.

Benefits taken into account in the determination of the Transferred Assets and Liabilities that are payable to participants who had terminated or retired from employment at EMD prior to the Effective Date shall be determined in accordance with the terms of the Predecessor Plan as in effect on the date the participant terminated or retired from employment at EMD.

For employees whose benefits were taken into account in the determination of the Transferred Assets and Liabilities (the "WGSC Transferees"), "Compensation", Credited Service", and "Eligibility Service" under this EMD Plan include compensation, credited service, and eligibility service under the terms of the Predecessor Plan for periods prior to the effective date of such transfer.

Effective January 1, 2007, the EMD Plan was merged into the Curtiss-Wright Corporation Retirement Plan, and became a component of the Curtiss-Wright Corporation Retirement Plan. The provisions of this document, as set forth herein, are intended to apply to Participants who were employed at EMD on or after January 1, 2015 unless otherwise indicated.

Origin and Scope of the Predecessor Plan:

The Predecessor Plan was first effective on April 1, 1999 and was established subsequent to the acquisition of EMD and certain other businesses from CBS Corporation ("CBS") by WGNH Acquisition LLC, an indirect subsidiary of WGI. The Predecessor Plan generally mirrored the provisions of the GESCO Residual Pension Plan (the "GESCO Plan"), a pension plan maintained by CBS, as then in effect. Subsequent to the establishment of the Predecessor Plan, assets and liabilities under the GESCO Plan were transferred to the Predecessor Plan in a transaction that complied with Section 414(l) of the Code.

The Predecessor Plan generally included the provisions of the GESCO Plan that were applicable prior to the effective date of the Predecessor Plan, which provisions set out the benefits, rights, and features that applied with respect to service under the GESCO Plan prior to the effective date of the Predecessor Plan. For the individuals whose benefits were taken into account in the determination of the transfer of assets and liabilities from the GESCO Plan to the Predecessor Plan (the "GESCO Transferees"), "Compensation", Credited Service", and "Eligibility Service" under the Predecessor Plan include compensation, credited service, and eligibility service under the terms of the GESCO Plan for periods prior to the effective date of such transfer.

Intent and Construction:

The Plan is intended to comply with the qualification requirements of Section 401(a) of the Code and applicable regulations and rulings thereunder, and shall be construed in accordance with such intention.

The Plan is conditioned upon and subject to obtaining such approval of the Commissioner of Internal Revenue as may be necessary to establish the deductibility for income tax purposes of any and all contributions hereunder, other than Employee contributions.

Plan Merger:

Effective as of December 31, 2014, the Plan is merged with and into the Williams Controls, Inc. Retirement Income Plan, which will immediately thereafter be renamed the Curtiss-Wright Corporation Retirement Plan (the "Merged Plan"). Subsequent to such merger, the rights and benefits of any Employee or Participant previously governed by the terms of this Plan represented by the provisions of this document shall continue to be governed by the terms of this document, which shall comprise a component part of the plan formerly known as the Williams Controls, Inc. Retirement Income Plan. The rights and benefits of other participants in the Merged Plan shall be governed by one of three separate instruments, which comprise other component parts of the plan

formerly known as the Williams Controls, Inc. Retirement Income Plan. Each of such instruments and the Plan represented by the provisions of this document together constitute the Merged Plan document.

SECTION 1 - DEFINITIONS

Whenever used in this Plan, masculine pronouns include both men and women unless the context indicates otherwise. Wherever used in this Plan:

1. **“Actuarial Equivalent”** means the value determined on the basis of applicable factors set forth below, or as otherwise specifically set forth in the Plan.

With respect to Annuity Starting Dates occurring on or after October 29, 2002, and before January 1, 2008, Actuarial Equivalent is determined based on (i) the Employee's (or Surviving Spouse's) age, (ii) the prevailing Internal Revenue Commissioner's standard table (described in Section 807(d)(5)(A) of the Code and without regard to any other subparagraph of Section 807(d)(5) of the Code), used to determine reserves for group annuity contracts issued on the date equivalency is being determined and that is prescribed by the Commissioner in guidance published in the Internal Revenue Bulletin, and (iii) the rate of interest equal to the annual interest rate on 30-year Treasury securities as specified by the Commissioner for the second full month preceding the calendar month that contains the Annuity Starting Date for the distribution.

Effective with respect to Annuity Starting Dates occurring on or after January 1, 2008, Actuarial Equivalent is determined based on (i) the Employee's (or Surviving Spouse's) age, (ii) the applicable mortality table prescribed by the Secretary of the Treasury pursuant to Section 417(e)(3)(B) of the Code, and (iii) the adjusted first, second, and third segment rates, as determined pursuant to Section 417(e)(3)(C) and (D) of the Code, for the second full calendar month preceding the calendar month that contains the Annuity Starting Date for the distribution.

Notwithstanding the foregoing, in the calculating the amount of a lump sum payment with an Annuity Starting Date on or after January 1, 2008, in no event shall the lump sum payment be less than the lump sum amount determined on the basis of the applicable provisions of the Plan as in effect on December 31, 2007.

If the benefit payable in a lump sum is not the Employee's (or Surviving Spouse's) entire vested accrued benefit, then the amount of the benefit payable in a lump sum shall be calculated by first determining the lump sum amount based on the entire vested accrued benefit using the above factors, and then prorating based on the portion of the annuity payable at the appropriate time as determined in Section 10.J.1 that is eligible for payment in a lump sum.

If the meaning of "actuarial equivalent" is not otherwise specified with respect to any provision of this Plan, it shall mean an amount determined by applying a seven percent interest rate and the GAM 1983 mortality table.

2. **"Administrative Committee "** shall mean the person(s) appointed by the Company to act on behalf of the Company as the sponsor and "named fiduciary" (within the meaning of Section 402(a)(2) of ERISA), as appropriate, with respect to Plan administrative matters. When performing any activity or exercising any authority under the provisions of the Plan, the Administrative Committee shall be deemed to act solely on behalf of the Company, and not in an individual capacity.
 3. **"Administrator"** means the Company or such other person(s) designated by the Company as responsible for Plan administration.
 4. **"Affiliated Entity"** means a subsidiary company which is at least fifty percent (50%) owned by the Company or a partnership or a joint venture in which the Company is at least a fifty percent (50%) owner, that has not been designated as an Employer. The term Affiliated Entity shall also include all entities in the Controlled Group of each Employer.
 5. **"Annuity Starting Date"** means either the first day of the first period for which an Employee is paid an annuity under this Plan or, in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred that entitle the Employee to such benefit.
 6. **"Beneficiary"** means the individual or entity designated as such by an Employee or Pensioner pursuant to the Plan or otherwise entitled to receive any payment pursuant to the Plan upon the death of the Employee or Pensioner. If with respect to any payment no individual or entity has been designated by an Employee or Pensioner, or no designated Beneficiary survives the Employee or Pensioner, the Beneficiary shall be (a) the Employee or Pensioner's surviving Spouse, if living at the time of such payment; or in default thereof (b) the Employee or Pensioner's estate.
 7. **"Board of Directors" or "Board"** means the Board of Directors of the Company.
 8. **"Career Accumulation"** means the amounts accumulated pursuant to Section 4.A.1 of the Plan.
 9. **"Casual Employee"** means a person who is hired either:
 - (a) for a predetermined limited period not to exceed three (3) months, or
 - (b) for the purpose of completing a specific task that is anticipated not to exceed five (5) months, and for whom the Employer has no expectation of continued employment beyond the completion of that task.The determination of who is a Casual Employee shall be made on a uniform and nondiscriminatory basis.
 10. **"Company"** means Curtiss-Wright Corporation, including any affiliate or subsidiary of the Company which shall adopt this Plan for its employees, with the approval of the Company, and any other corporation, partnership, business association or proprietorship which shall have assumed in writing the obligations of the Plan and Trust, with the approval of the Company, including any successor as a result of a statutory merger, purchase of assets or any other form of reorganization of the business of the Company.
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11. **"Compensation"** means (a) wages within the meaning of Section 3401(a) of the Code and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement on Form W-2 under Sections 6041(d), 6051(a)(3), and 6052 of the Code; (b) amounts contributed by the Employer pursuant to a salary reduction agreement that are not includible in the gross income of the Employee under Sections 125, 132(f), 402(e)(3), 402(h) of the Code; and (c) amounts that would have been payable to an Employee but for a deferral election made by the Employee under the terms of the Curtiss-Wright Corporation Executive Deferred Compensation Plan, which amount shall be deemed to have been paid at the time at which it would have been paid in the absence of such election, provided, however, no amount shall be included in an Employee's Compensation pursuant to this clause (c) if the inclusion of such amount would cause the Plan to fail to comply with any nondiscrimination provision of the Code. Notwithstanding the preceding sentence, the term Compensation shall exclude the following: reimbursements or other expense allowances; fringe benefits (cash or noncash); moving expenses; deferred compensation, except for such amounts specifically included under clause (c) of the preceding sentence; welfare benefits; amounts paid under a long-term incentive plan; and 50% of any annual incentive award paid under a management incentive program. Compensation shall also exclude any retention bonus, suggestion award, and other non-performance-related awards or bonuses. Effective January 1, 2009, Compensation shall also include "differential wage payments" pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008.

For Plan Years beginning on or after January 1, 2002, the annual compensation of each Participant taken into account under the Plan shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. In determining benefit accruals in Plan Years beginning on or after January 1, 2002, the annual compensation limit described in this paragraph shall be taken into account, for determination periods beginning before January 1, 2002.

For Plan Years beginning on or after January 1, 1994, the Compensation taken into account under the Plan shall not exceed \$150,000 as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. In addition, (i) with respect to CBS Transferred Individuals (as defined in Section 1.17.D) for the 1999 Plan Year, the Compensation taken into account under the Predecessor Plan, when added to compensation taken into account under the GESCO Plan (as defined in the Introduction to this Plan) for the period from January 1, 1999 through March 31, 1999, shall not exceed \$160,000, and (ii) the Compensation taken into account under the Predecessor Plan, when added to compensation previously earned during a Plan Year from Westinghouse Electric Company LLC (or an at least 50%-owned subsidiary thereof), shall not exceed the limit described in the preceding sentence in effect for such Plan Year.

For Plan Years beginning on or after January 1, 1989 but before December 31, 1993, Compensation shall not exceed \$200,000 (or such greater amount as may be permitted by the Secretary of the Treasury or his delegate).

For WGSC Transferees (as defined in the Introduction to this Plan), Compensation for periods prior to the Effective Date shall include any compensation credited under the

Predecessor Plan prior to the Effective Date. For GESCO Transferees (as defined in the Introduction to this Plan), Compensation for periods prior to January 1, 2000 shall include any compensation credited under the GESCO Residual Pension Plan prior to January 1, 2000.

12. **"Controlled Group"** means, with respect to an Employer:

- (a) any corporation which is a member of a controlled group of corporations, within the meaning of Section 1563(a) of the Code, determined without regard to Sections 1563(a)(4) and (e)(3)(C), including such Employer;
- (b) any trade or business under common control with such Employer, within the meaning of Section 414(c) of the Code;
- (c) any employer which is included with such Employer in an affiliated service group, within the meaning of Section 414(m) of the Code; or
- (d) any other entity required to be aggregated with such Employer pursuant to regulations under Section 414(o) of the Code.

For purposes of Appendix B, "more than fifty percent (50%)" shall be substituted for "eighty percent (80%)" each place it appears in Section 1563(a)(1) of the Code or Section 1.414(c)-2 of the Income Tax Regulations.

13. **"Credited Service"** means service which is used to determine pension amounts. For periods on and after January 1, 1995, an Employee (including a part-time Employee or Casual Employee) will not earn Credited Service unless he had an election to contribute in effect for such period, except to the extent provided in Sections 3.E and 4.E. Credited Service shall be based on the following:

- A. For all Employees, except part-time Employees and Casual Employees who are regularly scheduled to work less than 24 hours per week, Credited Service means all periods of service as an Employee with the Employer for which the Employer is directly or indirectly paid, or entitled to payment, by the Employer for the performance of duties, and time spent on any of the following (provided that, for Casual Employees, only hours worked on or after October 1, 1997 shall be counted in determining Credited Service):
 - (1) furlough;
 - (2) disability up to a maximum continuous period of 2 years;
 - (3) leaves of absence (other than military leaves and leaves for personal reasons including educational leaves) up to a maximum of 6 years, except that, in the case of a leave of absence continuing after December 31, 1994, no more than 2 years of Credited Service will be granted under this provision unless, prior to the expiration of such 2 year period, the Employee demonstrates to the satisfaction of the Administrator that he is expected to resume performing services for an Employer immediately following the conclusion of such leave;
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- (4) military leaves of absence up to a maximum equal to that period of time during which reemployment is required under applicable Federal statutes; and
- (5) Layoff up to a maximum continuous period of 1 year for any Layoff which commenced on or after January 1, 1976.

If while an Employee is on disability leave of absence under Section 1.13.A.(2) above, he is laid off, he shall begin to accrue Credited Service only under Section 1.13.A.(5) above from that time and shall continue to be credited with Credited Service under Section 1.13.A.(5) for up to 1 year; but in no event shall the combined Credited Service under Sections 1.13.A.(2) and 1.13.A.(5) exceed 2 years.

Credited Service shall be expressed in whole years and fractions thereof. Any fraction of a year shall be expressed as a decimal figure determined by completed months for the year divided by twelve, plus completed days in any incomplete month divided by 365.

- B. For part-time Employees and Casual Employees who are regularly scheduled to work less than 24 hours per week, for any calendar year each such Employee shall receive Credited Service which shall be determined by dividing the number of hours worked in that calendar year by 2,000, subject to a maximum of 1 full year, provided that, for Casual Employees, only hours worked on or after October 1, 1997 shall be counted in determining Credited Service.

For the purposes of this Section 1.13.B (and Section 1.17.B and Section 1.17.E), hours worked shall mean: (i) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer (which hours will be credited to the calendar year in which the duties are performed); (ii) each hour for which an employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), Layoff, jury duty, military duty or leave of absence (provided that no more than 501 hours will be credited for any single continuous period whether or not such period occurs in a single calendar year, and that hours will be calculated and credited pursuant to Section 2530.200b-2 of the Labor regulations); and (iii) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer (which hours will be credited to the calendar year to which the award or agreement pertains rather than the calendar year in which the award, agreement, or payment is made), excluding any hours credited under (i) or (ii) above.

For any Plan Year in which an Employee falls into both category A above and this category B, he shall receive Credited Service under the category which is most advantageous to him.

- C. Periods of employment in an Excluded Unit shall not count as Credited Service.
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- D. A former Employee who is rehired by an Employer will be eligible only for those benefits for which he was eligible at the time of his prior separation under the Plan in effect at that time until the earliest of the following occurs: (1) he has been re-employed for at least 6 consecutive months; (2) he has reached his Normal Retirement Date; (3) he has been Involuntarily Separated; or (4) he elects early retirement because of a scheduled Layoff.
 - E. For "WGSC Transferees" as defined in the Introduction to this Plan, Credited Service for periods prior to the Effective Date shall include any credited service credited under the Predecessor Plan prior to the Effective Date. For "GESCO Transferees" as defined in the Introduction to this Plan, Credited Service for periods prior to January 1, 2000 shall include any credited service credited under the GESCO Plan prior to January 1, 2000.
 - F. For purposes of Section 4.A.1.(c), an Employee described in Section 1.18(i) shall not be credited with Credited Service for periods of service or hours worked, whichever is applicable, subsequent to December 31, 2028.
14. **"Early Retirement Date"** means the first day of the month following the date an Employee (i) is at least age 60 and has completed 10 or more years of Eligibility Service or (ii) is at least age 58 and has completed 30 or more years of Eligibility Service.
- An Employee who terminates employment after satisfying the service requirement for Early Retirement and who thereafter reaches the age requirement contained herein shall be entitled to receive his benefits pursuant to Section 5 of the Plan.
15. **"Early Retirement Pension"** means the benefit payable pursuant to Section 5 of the Plan.
16. **"Effective Date"** means October 29, 2002. The effective date of this amendment and restatement is January 1, 2010, except as otherwise provided herein, or as required by applicable law.
17. **"Eligibility Service"** means service that is taken into account in determining whether an Employee is a Vested Employee. Eligibility Service shall be determined as follows:
- A. For periods on or after January 1, 2002 for all Employees including part-time Employees and Casual Employees, Eligibility Service means all periods of service as an Employee (including as a leased employee as defined in Section 414(n)(2) of the Code) with the Employer, an Affiliated Entity, or in an Excluded Unit for which the Employee is directly or indirectly paid, or entitled to payment, by the Employer for the performance of duties, and time spent on any of the following:
 - (1) furlough;
 - (2) disability up to a maximum continuous period of 2 years;
 - (3) leaves of absence (other than military leaves and leaves for personal reasons including educational leaves) up to a maximum of 6 years, except that no more than 2 years of Eligibility Service will be granted under this provision unless, prior to the expiration of such 2 year period, the Employee
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demonstrates to the satisfaction of the Administrator that he is expected to resume performing services for an Employer immediately following the conclusion of such leave;

- (4) military leaves of absence up to a maximum equal to that period of time during which re-employment is required under applicable Federal statutes; and
- (5) Layoff up to a maximum continuous period of 1 year.

If while an Employee is on disability leave of absence under Section 1.17.A.(2) above, he is laid off, he shall begin to accrue Eligibility Service only under Section 1.17.A.(5) above from that time and shall continue to be credited with Eligibility Service under Section 1.17.A.(5) for up to 1 year; but in no event shall the combined Eligibility Service under Sections 1.17.A.(2) and 1.17.A.(5) exceed 2 years.

Eligibility Service shall be expressed in whole years and fractions thereof. Any fraction of a year shall be expressed as a decimal figure determined by completed months for the year divided by twelve, plus completed days in any incomplete month divided by 365. The Eligibility Service computation period shall be the calendar year.

Notwithstanding the foregoing, this Section 1.17.A shall not start a new Eligibility Service computation period as of January 1, 2002 for any Employee other than a part-time Employee or Casual Employee who is regularly scheduled to work less than 24 hours per week.

- B.
 - (1) For periods before January 1, 2002, for any Employee other than a part-time Employee or Casual Employee who is regularly scheduled to work less than 24 hours per week, Eligibility Service means all Credited Service, all service that would be Credited Service except that the Employee elected not to contribute, periods of employment with an Affiliated Entity or in an Excluded Unit, and periods of employment as a leased employee (as defined in Section 414(n)(2) of the Code).
 - (2) For periods before January 1, 2002, for a part-time Employee or Casual Employee who is regularly scheduled to work less than 24 hours per week, each such Employee shall receive 1 full year of Eligibility Service for any calendar year in which he works at least 1,000 hours (even if such Employee would earn less than 1 full year of Credited Service during such calendar year). If such Employee works less than 1,000 hours in any calendar year, his Eligibility Service shall equal his Credited Service for that calendar year. For the purposes of this paragraph, hours worked shall be determined under the second paragraph of Section 1.13.B. (including periods of employment with an Affiliated Entity or in an Excluded Unit, and periods of employment as a leased employee (as defined in Section 414(n)(2) of the Code)).

For Plan Years beginning on or after January 1, 1976 and before January 1, 1998, the case of a Casual Employee who later becomes an Employee, such period shall

receive 1 full year of Eligibility Service for any calendar year in which he worked at least 1,000 hours as a Casual Employee.

For periods before January 1, 2002, for any Plan Year in which an Employee falls into both category (1) and (2) above, he shall receive Eligibility Service under the category which is most advantageous to him.

- C. For any Employee (other than, for periods before January 1, 2002, a part-time Employee or Casual Employee who is regularly scheduled to work less than 24 hours per week):
- (1) If the Employee is absent from service for any reason which does not otherwise qualify him for Credited Service or Eligibility Service under the Plan, and such absence is not due to quit, discharge, release, retirement, or death, he shall receive Eligibility Service of up to 1 year for any continuous period of absence.
 - (2) If the Employee is separated from service by reason of a quit, discharge, release, or retirement, and then is re-employed within 12 months of the date he was separated, the Employee's Eligibility Service shall include the period between the date he was separated and the date he was reemployed.
 - (3) Notwithstanding the provisions of (1) and (2) above, if, during an absence from service of 12 months or less for any reason other than a quit, discharge, release, or retirement, the Employee is separated from service by reason of a quit, discharge, release, or retirement and then is reemployed within 12 months of the date on which he was first absent from service, the Employee's Eligibility Service shall include the period between his last day worked and the date he returns to work.
 - (4) In the event an Employee separates from service and is subsequently reemployed, the Employee's periods of Eligibility Service accrued both before and after his severance from service shall be aggregated.
- D. For an individual identified as a "business employee" in Section 5.5(a) of the Asset Purchase Agreement dated June 25, 1998 between CBS Corporation and WGNH Acquisition, LLC relating to CBS Corporation's Government and Environmental Services Business and who commences employment with WGSC or an affiliated entity of WGSC in connection with such agreement (a "CBS Transferred Individual"), Eligibility Service for any period prior to commencement of employment for WGSC or an affiliated entity of WGSC shall include any eligibility service credited under the Westinghouse Pension Plan, as in effect on March 31, 1999.
- E. For an individual who is identified as an "Employee" in Section 3.15(a) of the Asset Purchase Agreement dated October 25, 2002 between WGSC and Curtiss-Wright Electro-Mechanical Corporation relating to the purchase of certain assets related to WGSC's Electro-Mechanical Division and who commences employment with the Employer or an Affiliated Entity in connection with such agreement, Eligibility Service for any period prior to commencement of employment for the Employer or
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an Affiliated Entity of WGSC shall include any eligibility service credited under the Predecessor, as in effect on October 28, 2002.

- F. For Employees who are not described in paragraphs D or E above, Eligibility Service shall include any eligibility service credited under the Westinghouse Pension Plan, excluding (1) service so credited under the Westinghouse Pension Plan on account of service for a subsidiary, division, or other business unit of Viacom, Inc. (formerly CBS Corporation) that was not part of Westinghouse Electric Corporation prior to November 24, 1995, and (2) service so credited under the Westinghouse Pension Plan on account of service for a former subsidiary, division, or other business unit of Viacom, Inc. (formerly CBS Corporation) after such entity ceased to be an employer or affiliated entity under the Westinghouse Pension Plan.
 - G. Eligibility Service shall also include any service with (1) Westinghouse Electric Company LLC (or any of its at least 50%-owned subsidiaries), or (2) WGI (formerly Morrison Knudsen Corporation) or any of its at least 50% owned subsidiaries, or (3) British Nuclear Fuels plc, or any of its at least 50%-owned subsidiaries; provided, however, that an individual who is a Pensioner or who has received a distribution of his entire vested benefit under the Plan shall not receive credit for Eligibility Service for any period of employment with Westinghouse Electric Company LLC or British Nuclear Fuels plc (or any of their at least 50%-owned subsidiaries) unless and until such individual, after becoming a Pensioner or receiving a distribution of his entire vested benefit under the Plan, has an hour worked (as defined in Section 1.13.B) for an Employer, Excluded Unit, or Affiliated Entity.
 - H. Eligibility Service shall also include (i) all vesting service granted to the Employee under a qualified retirement plan sponsored and maintained by Washington Group International ("WGI") and (ii) all vesting service that would have been granted to the Employee under (i) above if the Employee had first been hired by WGI and then transferred to employment covered by the Predecessor Plan. Such Eligibility Service shall only be taken into account to the extent the Employee has not otherwise received Eligibility Service under the Predecessor Plan for the identical time period.
 - I. In computing an employee's Eligibility Service, all periods of service as an employee rendered with an Affiliated Entity, an Excluded Unit or with the Employer in a classification ineligible to participate in the Plan shall be recognized as Eligibility Service to the same extent such service would be counted as Eligibility Service if such service had been rendered as an Employee in accordance with the provisions of Section 411(a)(4) of the Code.
18. **"Employee"** means a person who is either (i) not represented by a labor organization, or (ii) is represented by a labor organization or other representative which has entered into a written agreement with an Employer providing for participation in this Plan by the Employees in such unit, provided:
- (a) such person is in the service of an Employer, and he is not (i) employed in an Excluded Unit, (ii) a Casual Employee prior to October 1, 1997, nor a leased employee (as defined in Section 414(n)(2) of the Code), or (iii) employed in a foreign jurisdiction and paid through a foreign payroll system; or
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- (b) such person is a citizen of the United States or a resident alien (as defined in Section 7701(b) of the Code) who is an employee either of a domestic subsidiary (as defined in Section 407 of the Code) or of a foreign subsidiary as to which the Company has entered into an agreement under Section 3121(l) of the Code and with respect to whom contributions under a funded plan of deferred compensation (whether or not described in Section 401(a), 403(a), or 405(a) of the Code) are not provided by any person other than the Employer with respect to the remuneration paid to the citizen or resident alien by the domestic or foreign subsidiary.
19. **"Employer"** means (a) the Company, (b) an at least 50%-owned subsidiary of the Company, or (c) an entity designated as an Employer in Appendix D.
20. **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.
21. **"Excluded Unit"** means any group, or other organizational unit, of employees of the Company, other than (a) the operations denominated as the Electro-Mechanical Division, which operations were acquired by Curtiss-Wright Electro-Mechanical Corporation, a wholly owned subsidiary of Curtiss-Wright Flow Control Corporation, a wholly owned subsidiary of the Company and (b) any group or unit that has been designated by the Administrative Committee as eligible to participate in this Plan. With respect to the Predecessor Plan, Excluded Unit means all units of WGSC except for those units designated by WGSC as eligible to participate in the Predecessor Plan.
22. **"Flat Rate"** means the method used for determining pension amounts as described in Section 4.A.2 and Section 19 of the Plan.
23. **"Fiduciary"** means the Company, other Employers, the Administrative Committee, the Investment Committee, the Trustee, and the Investment Managers, but only to the extent of those specific duties and responsibilities allocated to each for Plan and Trust administration as described in Section 12 and the Trust Agreement. No person or entity shall function or be deemed to function as a fiduciary in connection with actions affecting the design of the Plan, including, without limitation, amendments, designations of participating Employers and Excluded Units, and adoption of rules relating to acquisitions, sales and other dispositions under Section 14.
24. **"Frozen Credited Service"** means an Employee's Credited Service for periods prior to January 1, 1995.
25. **"Frozen Early Retirement Pension"** means, in the case of an Employee who elects to retire early pursuant to Section 2.C, the monthly amount payable under Section 5.A.1.(a) or the greater of the monthly amount payable under Section 5.A.2.(a) or 5.A.2.(b), whichever applies, taking into account all of the Employee's Eligibility Service, and taking into account, in the case of early retirement prior to January 1, 1995, any amounts payable under Section 5.B.
26. **"Frozen Normal Retirement Pension"** means the greater of the monthly amount payable under Section 4.A.1 or Section 19 to an Employee or terminated Vested Employee solely as a result of his Frozen Credited Service.
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27. **"Highly Compensated Employee"** means any Employee who:
- (1) was a 5% owner, as defined in Section 416(b)(1)(B)(i) of the Code at any time during the year or the preceding year, or
 - (2) for the preceding year had compensation from the Company or a Controlled Group member in excess of \$80,000. The \$80,000 amount is adjusted at the same time and in the same manner as under Section 415(d) of the Code, except that the base period is the calendar quarter ending September 30, 1996.

For purposes of determining which Employees shall be deemed Highly Compensated Employees, the applicable year of the Plan for which a determination is being made is called a determination year and the preceding 12-month period is called a look-back year.

A Highly Compensated Former Employee is determined based on the rules applicable to determining Highly Compensated Employee status for the determination year in which the Employee separated from service, in accordance with Section 1.414(q)-1T, Q&A-4 of the Income Tax Regulations and IRS Notice 97-75.

28. **"Hourly-Paid Employee"** means, for purposes of Section 19, a daywork or incentive Employee whose basic Compensation the Employer computes and pays on an hourly rate.
29. **"Internal Revenue Code"** or **"Code"** means the Internal Revenue Code of 1986, as amended.
30. **"Investment Committee"** means the person(s) that may be appointed by the Company, in its discretion, as the "named fiduciary" of the Plan, within the meaning of Section 402(a)(2) of ERISA, with respect to Plan investments.
31. **"Investment Manager"** means any Fiduciary:
- (a) who has the power to manage, acquire, or dispose of any asset of the Plan;
 - (b) who is (i) registered as an investment advisor under the Investment Advisers Act of 1940; (ii) a bank, as defined in that Act; (iii) an insurance company qualified to perform services described in Section 1.31(a) under the laws of more than one State; or (iv) a subsidiary of the Company authorized to perform investment management services; and
 - (c) who has acknowledged in writing that he is a Fiduciary with respect to the Plan.
32. **"Joint Annuitant"** means an individual designated by an Employee as eligible to receive the survivor benefit provided by Section 10.D.3, 10.D.4 or 10.D.6.
33. **"Layoff"** means the termination of the employment of an Employee with an Employer through no fault of his own for lack of work for reasons associated with the business where such Employer determines, on a uniform and nondiscriminatory basis, there is a reasonable expectation of recall within 1 year.
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Notwithstanding the foregoing, a person who would otherwise be considered to be on Layoff may take action which would result in the severance of his relationship with the Employer. At the time such action is taken, that person shall become a voluntary quit and shall no longer be considered on Layoff.

34. **"Non-Vested Employee"** means an Employee who has less than 5 years of Eligibility Service. If the Employee is eligible for a Cash Balance benefit under Article 4 of the Curtiss-Wright Corporation Component of the Curtiss-Wright Corporation Retirement Plan, "Non-Vested Employee" means an Employee who has less than 3 years of Eligibility Service.
 35. **"Normal Retirement Date"** means, with respect to an Employee, the later of (a) the first day of the month following his 65th birthday, or (b) the first day of the month following his completion of 5 years of Eligibility Service.
 36. **"Normal Retirement Pension"** means the benefit payable pursuant to Section 4 of the Plan.
 - 36A. **"Participant"** means a person who meets the requirements of Section 3 for participation in the Plan, including a former Participant.
 37. **"PBGC"** means the Pension Benefit Guaranty Corporation.
 38. **"Pensioner"** means a person receiving a pension under the Plan, and shall include any person with respect to whom liability for pension payments was transferred from the Predecessor Plan to the Plan.
 39. **"Plan"** means the EMD Component of the Curtiss-Wright Corporation Retirement Plan. Prior to January 1, 2007, Plan means the Curtiss-Wright Electro-Mechanical Division Pension Plan.
 40. **"Plan Year"** means the calendar year. The Plan's initial Plan Year began October 29, 2002 and ended December 31, 2002. Notwithstanding the foregoing, for the purpose of determining the Compensation, Credited Service, and Eligibility Service of an individual who is identified as an "Employee" in Section 3.15(a) of the Asset Purchase Agreement dated October 25, 2002 between Curtiss-Wright Electro-Mechanical Corporation and WGSC providing for the purchase of certain assets related to WGSC's Electro-Mechanical Division and who commences employment with the Employer or an Affiliated Entity in connection with such agreement, the calendar year beginning on January 1, 2002 shall be deemed to be a Plan Year, and for the purpose of determining the Compensation, Credited Service, and Eligibility Service for WGSC Transferees, as defined in the Introduction to the Plan, each plan year of the Predecessor Plan shall be taken into account.
 41. **"Predecessor Plan"** means the Westinghouse Government Services Group Pension Plan, as in effect on the day prior to the Effective Date. To the extent that the Predecessor Plan took account of the provisions of the GESCO Plan in determining the benefits payable to participants thereunder, the GESCO Plan shall also be deemed to be a Predecessor Plan.
 42. **"Salaried Employee"** means, for purposes of Section 19, an Employee whose basic Compensation the Employer computes and pays on a weekly or monthly rate.
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43. **"Spouse"** means the individual to whom the Participant is lawfully married (whether of the same or opposite sex) under the laws of the jurisdiction in which the marriage ceremony was performed, and any former Spouse to the extent provided under a qualified domestic relations order as described in Section 414(p) of the Code. Prior to June 26, 2013, an individual had to be the Participant's husband or wife as provided in the Defense of Marriage Act of 1996 to be treated as a Spouse under the Plan. On and after June 26, 2013, and on and before September 15, 2013, an individual of the same sex as the Participant was treated as a Spouse under the Plan only if the couple had entered into a relationship denominated as a legal marriage under the laws of the jurisdiction in which the Participant maintained his legal residence during such period. No individual, whether of the same or opposite sex, shall be a Participant's Spouse on account of the fact that such individual has entered into a domestic partnership, civil union or other formal or informal relationship with the Participant that is not denominated as a legal marriage under the laws of a jurisdiction, even if those laws provide similar rights, protections and benefits to persons in those relationships as they do to married persons. In all cases, the marriage must be recognized for purposes of the Code's provisions applicable to qualified plans pursuant to regulatory guidance issued thereunder. The Administrative Committee may require the Participant and/or Spouse to submit evidence to prove such legal relationship.
44. **"Surviving Spouse"** means the Spouse of an Employee or former Employee on the earlier of the date he dies or becomes a Pensioner or a former Spouse named as a Surviving Spouse pursuant to a qualified domestic relations order as provided in Section 17.A.
45. **"Trust Agreement"** means the agreement, or agreements, as from time to time amended, which constitute a part of the Plan under which the assets of the Plan are held in trust.
46. **"Trustee"** means the corporation or individual appointed by the Investment Committee to hold the assets of the Plan in trust pursuant to the Trust Agreement.
47. **"Vested Employee"** means an Employee who has completed 5 years or more of Eligibility Service, or a former Employee who satisfied the vesting requirements of the Plan or the Predecessor Plan which were in effect at the time he ceased to accrue Eligibility Service, provided this sentence shall be effective September 1, 1988. If the Employee is eligible for a Cash Balance benefit under Article 4 of the Curtiss-Wright Corporation Retirement Plan, "Vested Employees" means an Employee who has completed 3 years or more of Eligibility Service.
48. **"Vested Pension"** means the benefit payable to a Vested Employee under Section 6 of the Plan.
49. **"With Interest"** means interest compounded annually computed from the end of the calendar year in which contributions have been made to the first of the month in which a computation is being made, at the following rates: (i) for Plan Years beginning before 1976, at the annual rate prescribed by the Predecessor Plan as in effect for such Plan Years; (ii) for Plan Years beginning after 1975 and before 1988, at the annual rate of 5%; (iii) for Plan Years beginning after 1987 and before the date benefits commence, at the annual rate of 120% of the Federal mid-term rate (as in effect under Section 1274 of the Code for the first month of the Plan Year); and (iv) for periods beginning when benefits commence until the Normal Retirement Date, at the annual rate which would be used under the Plan under
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Section 417(e)(3) of the Code and Section 1.417(e)-1 of the Income Tax Regulations in effect as of the date benefits commence.

SECTION 2 - ELIGIBILITY FOR RETIREMENT

- A. An Employee's Normal Retirement Date is defined in Section 1.35. The pension of any Employee is nonforfeitable if such Employee is alive on his Normal Retirement Date.
- B. Any person who is accruing Eligibility Service on the day preceding his Normal Retirement Date may retire with a Normal Retirement Pension pursuant to Section 4 on his Normal Retirement Date or on the first day of any month following his Normal Retirement Date.
- C. An Employee's Early Retirement Date is defined in Section 1.14. Any person who has reached his Early Retirement Date may elect to retire and receive an Early Retirement Pension pursuant to Section 5 on the first day of any month thereafter up to his Normal Retirement Date.
- D. No person who is working for an Affiliated Entity, or a successor employer with whom the Company has entered into a reciprocal service agreement may elect an Early Retirement Pension under this Plan which commences prior to the date he ceases to be employed by such Affiliated Entity, or successor employer.
- E. All applications for Normal Retirement Pensions and Early Retirement Pensions must be submitted in writing in accordance with such procedures as the Administrator shall prescribe prior to the applicant's desired retirement date. No pensions shall be payable for any period prior to the elected retirement date.
- F. Notwithstanding any other provision of this Plan to the contrary, a Vested Employee's pension or any death benefit payable under Section 7.D shall commence, at the election of the Vested Employee, no later than the 60th day after the latest of the close of the Plan Year in which (i) the Vested Employee or the Beneficiary, as applicable, attains age 65, (ii) the 5th anniversary of the year in which the Vested Employee commenced participation occurs, or (iii) the Vested Employee terminates his service with the Employer and any other Controlled Group member.

SECTION 3 - ELIGIBILITY AND EMPLOYEE CONTRIBUTIONS

All Employees are eligible to participate in the Plan and to elect to make contributions thereunder, except as provided hereinbelow.

- A. Each Employee may elect to make contributions and to accrue a monthly pension in accordance with the formulas described in Sections 4.A.1 and 4.A.2. An Employee shall make such election within the 30-day period following the date he is notified of his eligibility
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to participate in the Plan. An Employee who elects to contribute within said 30-day period shall commence participating in the Plan on his date of employment as an Employee.

- B. An Employee with an election to contribute in effect shall contribute 1½% of his Compensation. The most recent contribution election under the Predecessor Plan of a WGSC Transferee (as defined in the Introduction to the Plan) who was eligible to participate in the Predecessor Plan prior to such individual's transfer to an Employer shall remain in effect under the Plan (subject to Section 3.C).
 - C. All elections to contribute shall become effective immediately for an Employee who is hired or rehired, provided, however, that an election previously in effect shall be reinstated if the Employee is rehired in the same calendar year. An Employee who has waived his right to contribute shall nevertheless have the right, effective on a succeeding January 1, to elect to contribute.
 - D. This Section 3.D applies prior to January 1, 1995 to an Employee who was disabled or on a leave of absence (including a military leave). Such an Employee who had elected to contribute and who was on a leave of absence or absent from work due to disability for at least a month was, for as long as he continued to accrue Credited Service pursuant to Section 1.13, eligible to make contributions to the Plan. Such contributions were payable monthly based on his rate of Compensation in effect immediately preceding the first payroll period for which he did not receive a regular paycheck. Contributions for any calendar month were required to be made no later than the 15th day of the following month. If such an Employee at any time during his leave of absence or disability elected not to continue to make contributions, he was not be permitted to start contributions again until he returned to work. If such an Employee elected not to contribute as described above, he nevertheless continued to be considered a contributing Employee for the purpose of Section 4.A.2.
 - E. This Section 3.E applies on and after January 1, 1995 to an Employee who is disabled or on a leave of absence (including a military leave) and not receiving Compensation. Such an Employee shall not make contributions to this Plan for the period of such disability or leave of absence. If such an Employee had an election to contribute in effect immediately prior to becoming disabled or beginning his leave of absence, he shall, for as long as he would have continued to accrue Credited Service if he were still contributing, nevertheless be deemed to have an election to contribute in effect for purposes of Sections 4.A.1.(c) and 4.A.2 during his period of disability or leave of absence, and his Compensation shall be deemed to be equal to his Compensation in effect immediately preceding the first payroll period for which he did not receive a regular paycheck; provided, however, that for any such Employee other than an Employee on military leave, 1½% of Compensation shall be substituted for two 2% of Compensation with respect to such imputed Credited Service in Section 4.A.1(c).
 - F. No withdrawals of Employee contributions shall be permitted while an Employee continues to accrue Eligibility Service under the Plan. Refunds of Employee contributions shall be made under certain circumstances as described in Section 7.
 - G. No Employee hired or rehired by, or transferred to, an Employer on or before December 31, 2013, shall be eligible to participate in the Plan after January 1, 2014, unless he has timely filed an election to participate in the Plan that is effective on or before January 1,
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2014. Such election must be filed in accordance with the Plan on or before the later of December 31, 2013, or (if applicable) the last day of the 30-day period specified in Section 3.A.

- H. No Employee hired or rehired by, or transferred to, an Employer on or after January 1, 2014, shall be eligible to participate in the Plan.

SECTION 4 - NORMAL RETIREMENT PENSION

- A. An Employee who retires on or after his Normal Retirement Date shall be eligible for a monthly pension payable for his lifetime, which shall be the greater of the amount he has accumulated under the Career Accumulation method, or the Flat Rate method as described below.

1. An Employee's accumulated pension under the Career Accumulation method shall be the sum of (a), (b), and (c) below.
 - (a) For calendar years prior to 1992, the Career Accumulation amount for an Employee who retires on or after January 1, 1992 shall be:
 - (1) The greater of:
 - (i) any amounts earned as of December 31, 1991 under the Career Accumulation method of the Basic Portion of the Predecessor Plan as it existed prior to January 1, 1992 (see paragraph A of Appendix C),
 - or
 - (ii) any amounts earned as of December 31, 1991 under the Final Average Compensation Method of the Basic Portion of the Predecessor Plan as it existed prior to January 1, 1992 (see paragraph B of Appendix C),
 - plus
 - (2) Any amounts earned as of December 31, 1991 under the Supplemental Portion of the Predecessor Plan as it existed prior to January 1, 1992 (see paragraph C of Appendix C).
 - (b) For each of the years 1992, 1993, and 1994, if the Employee had an election to contribute in effect, the monthly Career Accumulation amount shall be 1/12 of 2% of Compensation for that year, subject to a minimum of \$15 for each such year of Credited Service. If the Employee had elected to waive his right to contribute for such year, the monthly Career Accumulation amount shall be \$15 for each such year of Credited Service.
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(c) For each year of Credited Service after December 31, 1994, for an Employee who has an election to contribute in effect for a Plan Year, the Employee's monthly accumulated pension under the Career Accumulation method shall be the sum of 1/12 of 2% of Compensation for that Plan Year; provided, however, that in no event shall such an Employee's monthly accumulated pension under the Career Accumulation method for a Plan Year be less than \$31.00 multiplied by the Participant's Credited Service for such Plan Year. An Employee's monthly accumulated pension for a year under the Career Accumulation method shall be zero, if the Employee has elected to waive his right to contribute for such year, except as provided in Sections 3.E and 4.E.

2. An Employee's accumulated pension under the Flat Rate method shall be determined under (a) or (b) below, whichever applies.

(a) For Employees who do not have Eligibility Service after December 31, 1994, the accumulated pension under the Flat Rate method shall be the amount determined under Section 19.

(b) For Employees who have Eligibility Service after December 31, 1994, the accumulated pension under the Flat Rate method shall be the sum of (1), (2), and (3) below:

(1) If the Employee elected to make contributions when he was first eligible to do so, his Flat Rate method monthly pension amount for all Credited Service accumulated prior to the first date such an election could have been effective shall be equal to the product of \$31.00 times the applicable years of Credited Service. If the Employee elected not to make contributions when he was first eligible to do so, his Flat Rate method monthly pension amount for all Credited Service accumulated prior to the first date such an election could have been effective shall be equal to the product of \$13.00 times the applicable years of Credited Service.

(2) \$31.00 for each year of Credited Service in which the Employee had an election to contribute in effect or is treated as having an election to contribute in effect under Sections 3.D, 3.E, and 4.E.

(3) \$13.00 for each year of Credited Service prior to January 1, 1995 in which the Employee was eligible to contribute but elected not to contribute.

(c) For each year of Credited Service after December 31, 1994, the monthly Flat Rate amount shall be zero, if the Employee has elected to waive his right to contribute for such year except as provided in Sections 3.E and 4.E.

B. In no event shall the monthly pension computed pursuant to Section 4.A above be less than the monthly annuity payable as of the Employee's retirement date that is the Actuarial Equivalent of the annuity equivalent of the Employee's contributions, With Interest.

- C. For an individual who is an Employee after his Normal Retirement Date, in no event shall the monthly pension computed pursuant to Section 4.A above be less than:
1. the amount computed under Section 4.A for an Employee at his Normal Retirement Date based on the provisions of the Plan in effect at his Normal Retirement Date, minus
 2. the Employee's contributions, With Interest, under the Plan at his Normal Retirement Date, multiplied by a conversion factor based on his age at his Normal Retirement Date, plus
 3. the Employee's contributions, With Interest, under the Plan at his actual retirement date, multiplied by a conversion factor based on his age at his actual retirement date.

The conversion factors referred to herein shall be based on the mortality table and interest rate assumptions provided under Section 1.1.

- D.
1. A Vested Employee who continues to be employed by an Employer after attaining age 70½ shall commence distributions on April 1 of the year following the later of the year in which he attains age 70½ or retires (or, for a 5% owner, within the meaning of Section 416(i) of the Code, the year in which he attains age 70½), in accordance with the provisions of Sections 1.401(a)(9)-2 through 1.401(a)(9)-9 of the Income Tax Regulations issued under Section 401(a)(9) of the Code, including the minimum distribution incidental benefit requirement of Section 401(a)(9)(G). Further, such regulations shall override any Plan provision that is inconsistent with Section 401(a)(9) of the Code, and the regulations promulgated thereunder, which are hereby incorporated by reference.
 2. A Vested Employee who reached age 70½ before January 1, 2001 may elect, in accordance with uniform and nondiscriminatory procedures determined by the Administrative Committee, to begin distributions no later than April 1 of the year following the year in which he attains age 70½. Such pension shall be computed in accordance with Section 4.A above based on Credited Service accrued to such April 1 and shall be payable in accordance with the form of payment described in Section 10.D.1. As soon as practical following each January 1 thereafter, until such time as the Employee either retires or dies, his pension shall be redetermined, taking into account his additional Credited Service, additional benefits determined under this Section 4, and any Plan amendments which have become effective, and such redetermined amount shall be payable each month of the ensuing year, retroactive to January 1 of such year.
 3. The benefit of any Vested Employee who continues in the employment of an Employer and does not elect to begin distributions following age 70½ under Section 10.D.2 above shall be actuarially increased for the period beginning on April 1 following the calendar year in which the Participant attained age 70½ and ending on the date benefits commence. The actuarially increased benefit shall be the actuarial equivalent of the Participant's pension payable on April 1 following the calendar year in which the Participant attained age 70½, plus the actuarial equivalent
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of additional benefits accrued after that date, reduced by the actuarial equivalent of any distributions made after that date.

4. If an Employee dies after the time when distributions are considered to have commenced in accordance with Section 401(a)(9) of the Code, any remaining portion of the Employee's benefits will be distributed at least as rapidly as under the distribution method being used under Section 401(a)(9)(A)(ii) of the Code as of the Employee's death.
- E. For periods on and after January 1, 1995, an Employee shall earn no less than \$31 under Sections 4.A.1.(c) and 4.A.2 for each year of Credited Service while on furlough, disability, leave of absence described in Section 1.13.A.(3), military leave of absence, or Layoff, if the Employee had an election to contribute in effect immediately prior to such status.
- F. In the case of a Vested Employee who previously terminated employment and received a lump sum distribution of only his contributions, With Interest, if such Employee is rehired his pension shall be computed under this Section 4 by first computing the pension to which he would be entitled based on his total Credited Service as if he had not withdrawn his contributions, With Interest, and then offsetting a monthly amount equal to the amount that was deemed to have been purchased by his contributions, With Interest, at the time of his initial withdrawal in accordance with the terms of the Plan in effect at such time.

SECTION 5 - EARLY RETIREMENT PENSION

- A. The monthly pension amount payable for the lifetime of an Employee who elects to retire early pursuant to Section 2.C shall be determined as follows:
 1. If the Employee has at least 30 years of Eligibility Service on his retirement date, his pension shall be the greater of:
 - (a) the greater of the amount determined pursuant to Section 4.A.1 or Section 19 based on his Frozen Credited Service, reduced by 0.25% for each month by which his retirement date precedes the first day of the month following his 60th birthday; or
 - (b) the amount determined pursuant to Section 4.A based on all of his Credited Service, reduced by 0.50% for each month by which his retirement date precedes his Normal Retirement Date.

Section 10.N modifies the above reduction factors in the case of certain retirements after 1994 where a monthly annuity is elected.
 2. If the Employee has less than thirty (30) years of Eligibility Service on his retirement date, his pension shall be the greatest of:
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- (a) the amount determined pursuant to Section 4.A.1 based on his Frozen Credited Service, reduced by 0.33% for each month by which his retirement date precedes his Normal Retirement Date;
- (b) the amount determined pursuant to Section 19 based on his Frozen Credited Service; or
- (c) the amount determined pursuant to Section 4.A based on all of his Credited Service, reduced by 0.50% for each month by which his retirement date precedes his Normal Retirement Date.

Section 10.N modifies the above reduction factors in the case of certain retirements after 1994 where a monthly annuity is elected.

- B. If the Employee retired before January 1, 1995 and prior to the first day of the month following his 62nd birthday, he shall receive a monthly early retirement supplement of \$10.00 multiplied by his Credited Service to his retirement date. This early retirement supplement shall be payable up to and including the month he attains age 62.

Section 10.N extends this provision in the case of certain retirements after 1994 where a monthly annuity is elected. In the case of early retirement prior to January 1, 1995 where the lump sum option of Section 10.D.5 is elected, this early retirement supplement will be included in such lump sum.

- C. In no event shall the monthly pension computed pursuant to Section 5.A above be less than the monthly annuity payable as of the Employee's retirement date that is the Actuarial Equivalent of the Employee's contributions, With Interest. Such annuity equivalent and actuarial equivalence shall be computed based on the mortality table and interest rate assumptions provided under Section 1.1.
- D. The monthly pension amount of an Employee who defers his elected retirement date beyond the first day of the month following the date he ceases to accrue Eligibility Service shall be calculated at his elected retirement date based on the Plan provisions which were in effect on the first day of the month following the date he ceased to accrue Eligibility Service.
- E. In no event shall the monthly pension computed pursuant to Section 5.A above be less than the Career Accumulation amount determined pursuant to Section 4.A.1.(a) as of December 31, 1991.

SECTION 6 - VESTED PENSION

- A. Any Vested Employee who terminates service with an Employer, Affiliated Entity, or Excluded Unit, for any reason, and is not eligible to receive a Normal or Early Retirement Pension shall, subject to Section 15, be entitled to receive a vested Pension commencing on his Normal Retirement Date. Such pension shall be payable in the normal form described in Sections 10.A and 10.B, whichever is applicable, unless he elects an optional form of payment as described in Section 10.D. The amount of the vested Pension shall be
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determined in the same manner as the Normal Retirement Pension described in Section 4 and shall be based on the terms of the Plan in effect on the date the Employee ceases to accrue Eligibility Service under the Plan. For the purpose of determining any amounts pursuant to Section 4.A.2, the Employee shall be considered retired on the date he ceases to accrue Eligibility Service under the Plan.

- B. A Vested Employee who is eligible to receive a Vested Pension may, subject to Section 15, elect to have his Vested Pension begin as early as the first of the month following his 60th birthday if he has 10 or more years of Eligibility Service. If a Vested Employee has 30 or more years of Eligibility Service, he may, subject to Section 15, elect to have his Vested Pension begin as early as the first of the month following his 58th birthday. In either case, the Vested Pension shall be reduced by 0.50% per month for each month that his elected pension starting date precedes his Normal Retirement Date.
 - C. A Vested Employee who terminates service with an Employer, Affiliated Entity, or Excluded Unit, for any reason, who is not eligible to receive a Normal or Early Retirement Pension, and who has not satisfied the age and service requirements for the commencement of his Vested Pension pursuant to Section 6.B above may, subject to Section 15, elect to receive a lump sum. Such lump sum shall be subject to the limitations of Section 10.D.5, computed in accordance with Sections 10.J and 1.1, and subject to the election and spousal consent rules of Section 10. Upon reemployment, a Vested Employee who received a lump sum cashout of his entire interest in this Plan shall not be permitted to return the amounts received to the Plan. In such event, the benefits of the former Employee shall be determined without regard to service for which he received a lump sum, but his previous Eligibility Service shall be restored for determining such Employee's eligibility for benefits.
 - D. A Vested Employee who terminates service with an Employer, Affiliated Entity, or Excluded Unit, for any reason, who is not eligible to receive a Normal or Early Retirement Pension, and who has not satisfied the age and service requirements for the commencement of his Vested Pension pursuant to Section 6.B above, may, subject to Section 15, elect to receive a reduced monthly pension as early as the first of the month following the date he ceases to accrue Eligibility Service under the Plan. Such a Vested Employee may elect either to receive his entire benefit, or his remaining benefit (if any) after election of a lump sum pursuant to Section 6.C above, in the form of a monthly pension. In either case, the monthly pension amount shall be the equivalent actuarial value of the pension (or remaining pension in the event a portion of the pension is paid in a lump sum) described in Section 6.A. The monthly pension shall be payable in the form described in Sections 10.A or 10.B, whichever is applicable, unless the Employee elects an optional form of payment as described in Section 10.D. For purposes of this Section 6.D, equivalent actuarial value shall be based on the Vested Employee's age and using the actuarial assumptions specified in Section 1.1.
 - E. Notwithstanding any other provision of the Plan, if an Employee terminates service with an Employer, Affiliated Entity, or Excluded Unit and if both the lump sum value of an Employee's entire Vested Pension from the Plan calculated in accordance with Sections 10.J and 1.1 and the Employee's contributions, With Interest, are equal to or less than \$1,000, then the greater of such lump sum amount or such contributions, With Interest, shall, subject to Section 15, be paid automatically to the Vested Employee and no further payments shall be due from the Plan. In the event either the lump sum value of an Employee's entire Vested
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Pension from the Plan calculated in accordance with Section 10.J and 1.1 or the Employee's contributions, With Interest are in excess of \$1,000 but neither amount is in excess of \$5,000, the provisions of Section 10.O shall apply.

SECTION 7 - REFUNDS OF EMPLOYEE CONTRIBUTIONS

- A. If a Non-Vested Employee who has made contributions under the Plan terminates employment, there shall be payable to him an amount equal to the sum of his contributions, With Interest. Notwithstanding the foregoing, no refund shall be made to any Employee until such Employee ceases to accrue Eligibility Service under the Plan. If the amount payable is in excess of \$1,000 but not in excess of \$5,000 and payment is being made prior to the Employee's Normal Retirement Date, the Employee must request payment in writing. If the amount payable to an Employee is in excess of \$5,000, the Employee must request payment in writing and must obtain the written consent of his Spouse. Spousal consent must be witnessed by a notary public.
 - B. If the amount payable to a Non-Vested Employee under Section 7.A is greater than \$5,000, the Non-Vested Employee may elect to receive a reduced monthly pension in lieu of a refund as early as the first of the month following the date he ceases to accrue Eligibility Service under the Plan. In that case, the monthly pension amount shall be the equivalent actuarial value of his contributions, With Interest. Such pension shall be payable in the form described in Sections 10.A or 10.B, whichever is applicable, unless the Employee elects an optional form of payment as described in Section 10.D. For purposes of this Section 7.B, the equivalent actuarial value shall be based on the Employee's age, and the mortality table and interest rate assumptions provided under Section 1.1.
 - C. If a Non-Vested Employee who received a payment of his contributions, With Interest, under the Plan due to termination of employment is reemployed as an Employee or an employee of an Affiliated Entity or Excluded Unit, he may at any time within five years following his return to service as an Employee or an employee of an Affiliated Entity or Excluded Unit repay the total amount paid to him at the time his services were terminated and thereby have the pension restored which he had earned under the Plan up to the date his services were terminated. If he does not make such repayment, his pension for service prior to the date of his previous termination will be calculated as described in Section 4.A for an Employee who never elected to contribute under the Plan.
 - D. Subject to Section 10.P, if an Employee or a former Employee who has made contributions under the Plan dies before the date pension payments commence and he has no Spouse, or his Spouse is not entitled to a Surviving Spouse Benefit under Sections 8 or 9, there shall be payable to a Beneficiary named by the Employee an amount equal to his contributions, With Interest. If no valid Beneficiary designation is on file, payment shall be made to the legal representative of the Employee or former Employee.
 - E. In no event shall payments made from the Plan be less than the Employee's contributions, With Interest.
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- F. If a Non-Vested Employee (i) terminates employment and receives a refund of his contributions to this Plan under this Section 7 or (ii) elects not to contribute to this Plan and terminates employment, he will be deemed to have received a total distribution of his accrued benefit under this Plan.

SECTION 8 - SURVIVING SPOUSE BENEFIT FOR DEATH BEFORE RETIREMENT

- A. If an Employee who is accruing Eligibility Service dies after (a) attaining age 50 and completing 15 years of Eligibility Service, (b) attaining age 60 and completing 10 years of Eligibility Service, or (c) completing 25 years of Eligibility Service, or if an Employee dies who on his date of death was eligible for an immediate pension pursuant to the provisions of the Plan, a benefit shall be paid to his Surviving Spouse. This Section 8 shall also apply to the Surviving Spouse of an Employee who continued in the employ of an Employer beyond his Normal Retirement Date. This Section 8 shall not apply to a terminated vested Employee who is entitled to receive a Vested Pension under Section 6. This Section 8 is subject to Section 10.P.
- B. The benefit payable to the Surviving Spouse pursuant to this Section 8 shall be a monthly benefit payable for the life of the Surviving Spouse. Such benefit shall commence on the first day of the second month following the month in which the Employee's death occurred.
- C. The amount of the monthly benefit shall be the amount calculated below, reduced by a percentage determined in accordance with Section 10.E based on the difference between the Employee's age and the age of the Surviving Spouse on the first of the month following the month in which the Employee's death occurred.
1. If the Employee had less than 30 years of Eligibility Service on his date of death, the calculated amount shall be the greatest of.
 - (a) the amount determined pursuant to Section 4.A.1 based on his Frozen Credited Service, reduced by 0.33% for each month by which the first of the month following the month in which he died precedes his Normal Retirement Date (subject to a maximum reduction of 20%);
 - (b) the amount determined pursuant to Section 19 based on his Frozen Credited Service; or
 - (c) the amount determined pursuant to Section 4.A based on all of his Credited Service, reduced by 0.50% for each month by which the first of the month following the month in which he died precedes his Normal Retirement Date (subject to a maximum reduction of 42%).

Section 10.N modifies the above reduction factors in certain cases where the Surviving Spouse elects a monthly annuity.

2. If the Employee had 30 or more years of Eligibility Service on his date of death, the calculated amount shall be the greater of:
 - (a) the greater of the amount determined pursuant to Section 4.A.1 or Section 19 based on his Frozen Credited Service; or
 - (b) the amount determined pursuant to Section 4.A based on all of his Credited Service, reduced by 0.50% for each month by which the first of the month following the month in which he died precedes his Normal Retirement Date (subject to a maximum reduction of 42%).

Section 10.N modifies the above reduction factors in certain cases where the Surviving Spouse elects a monthly annuity.

- D. The Beneficiary named by the Surviving Spouse shall be paid in a lump sum the greater of the following two amounts; provided, however, that if both such amounts are less than or equal to zero, no additional amount shall be paid:
 1. If the Surviving Spouse commences to receive a monthly Surviving Spouse Benefit pursuant to this Section 8 and such Surviving Spouse dies before a total of 60 monthly payments have been received, the balance of such 60 monthly payments.
 2. If a Surviving Spouse who is entitled to receive a Surviving Spouse Benefit pursuant to this Section 8 dies before receiving total payments, which are equal to or greater than the Employee's contributions, With Interest, the difference between such contributions, With Interest, and the amount previously received.

If no valid Beneficiary designation is on file, any amounts payable shall be paid to the legal representative of the Surviving Spouse.

- E. In lieu of a monthly benefit payable as described in Section 8.B above, the Surviving Spouse may elect a lump sum. Such lump sum shall be subject to the limitations of Section 10.D.5 and computed in accordance with Sections 10.J and 1.1.
- F. Notwithstanding any provision to the contrary, if an Employee who dies after January 1, 2007 while performing qualified military service pursuant to the Heroes Earnings Assistance and Tax Relief Act of 2008, a benefit shall be paid to his Surviving Spouse pursuant to Section 8.B above.

SECTION 9 - SURVIVING SPOUSE BENEFIT FOR CERTAIN VESTED EMPLOYEES

- A. This Section 9 shall apply to the Surviving Spouse of any Vested Employee who dies, provided such Vested Employee ceased accruing Eligibility Service on or after January 1, 1976 and provided further that such Vested Employee neither:
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1. satisfies the requirements for the Surviving Spouse benefit described in Section 8, nor
 2. has commenced receiving a pension under this Plan at the time of his death.
- B. The benefit payable to the Surviving Spouse pursuant to this Section 9 shall be a monthly benefit payable for the life of the Surviving Spouse. Such benefit shall commence on the first day of the month following the month requested by the Surviving Spouse for the commencement of payments, but in no event later than the Vested Employee's Normal Retirement Date or earlier than the first of the month following the month in which the Vested Employee would have attained:
1. age fifty eight 58, if he had thirty (30) or more years of Eligibility Service;
 2. age 60 if he had ten 10 or more but less than 30 years of Eligibility Service; or
 3. age 65 if he had less than 10 years of Eligibility Service.
- C. The amount of the monthly benefit payable to the Surviving Spouse shall be the Vested Employee's Vested Pension, which shall be calculated in the same manner as the Normal Retirement Pension described in Section 4 based on the terms of the Plan in effect on the date the Employee ceases to accrue Eligibility Service, reduced by:
1. 0.50% for each month that the starting date precedes the Vested Employee's Normal Retirement Date; and
 2. a percentage determined in accordance with Section 10.E based on the difference between what the Vested Employee's age would have been on the payment commencement date and the Surviving Spouse's age on that date.
- D. In lieu of a monthly benefit payable as described in Section 9.C above, the Surviving Spouse may elect a lump sum. Such lump sum shall be subject to the limitations of Section 10.D.5 and computed in accordance with Sections 10.J and 1.1.
- E. In the event that both the value of the monthly benefit described in Section 9.C above, computed in accordance with Sections 10.J and 1.1, and the Vested Employee's contributions, With Interest, at the time of the Vested Employee's death are equal to or less than \$5,000, the greater of such value or such contributions, With Interest, shall be paid to the Surviving Spouse in a lump sum in lieu of any monthly payments under the Plan.

Notwithstanding the foregoing, in the event a Surviving Spouse is due a lump sum payment under this Section 9.E on or after March 28, 2005 and prior to January 1, 2006, if the value of the lump sum payment exceeds \$1,000 and the Employee's death occurs prior to his Normal Retirement Date, such lump sum payment shall not be made unless the Surviving Spouse consents to the distribution in writing. Such consent shall be furnished on such form and in accordance with such administrative rules as shall be prescribed by the Administrator. In the event a Surviving Spouse who is eligible to make an election under this paragraph fails to do so prior to the Participant's Normal Retirement Date, payment shall automatically be made to the Surviving Spouse in one lump sum upon the Participant's Normal Retirement Date.

- F. In the event that either the value of the monthly benefit described in Section 9.C above, computed in accordance with Sections 10.J and 1.1, or the Vested Employee's contributions, With Interest, at the time of the Vested Employee's death shall be greater than \$5,000, the Surviving Spouse may elect, at any time prior to satisfying the requirements for commencement of a pension set forth in Section 9.B above, to receive a lump sum. Such lump sum shall be subject to the limitations of Section 10.D.5 and computed in accordance with Sections 10.J and 1.1. Such lump sum shall be the greater of the value of the benefit described in Section 10.D.5 or the Vested Employee's contributions, With Interest, both determined as of the elected payment date. This Section 9.F shall not apply unless the Surviving Spouse is alive on such elected payment date.
- G. A Surviving Spouse who has not yet satisfied the requirements for commencement of a pension set forth in Section 9.B above, may elect to receive a reduced monthly pension as of the first of any month. The Surviving Spouse may elect either to receive his entire benefit, or his remaining benefit (if any) after election of a lump sum pursuant to Section 9.F above, in the form of a monthly pension. In either case, the monthly pension amount shall be the equivalent actuarial value of his pension at his Normal Retirement Date determined in Section 9.C above (or the remainder). The monthly pension shall be payable on a life annuity basis. The equivalent actuarial value shall be determined using the assumptions described in Section 1.1, based on the Surviving Spouse's age.
- H. If a Surviving Spouse who is entitled to receive a Surviving Spouse Benefit pursuant to this Section 9 dies before receiving total payments which are equal to or greater than the Vested Employee's contributions, With Interest, the difference between such contributions, With Interest, and the amount previously received, shall be paid in a lump sum to a Beneficiary named by the Surviving Spouse. If no valid Beneficiary designation is on file, any amounts payable shall be paid to the legal representative of the Surviving Spouse.

SECTION 10 - FORM OF PENSION PAYMENTS

For purposes of this Section 10, the term Employee shall include a Vested Employee.

- A. The normal form of pension payment (not including any early retirement supplements provided by this Plan) shall be a 100% Spouse Survivor Annuity, which shall be a reduced amount payable monthly for the Employee's life with the provision that upon his death 100% of such reduced amount shall be paid for the life of his Surviving Spouse. The Administrator shall provide no less than 30 days and no more than 90 days prior to an Employee's Annuity Starting Date, a written explanation, in non-technical language, of the financial effect of the normal form on his retirement income, including a description of the impact on benefits if distribution is deferred. In order for a married Employee to elect a form of payment other than a 100% Spouse Survivor Annuity, such Employee must obtain the written consent of his Spouse. Such consent must be witnessed by a notary public. Any consent of a spouse pursuant to this Section 10.A shall be effective only with respect to such Spouse. Notwithstanding the foregoing, if an Employee establishes to the satisfaction of the Administrative Committee that a written consent cannot be obtained because the Spouse cannot be located, or because of such other circumstances as may be permitted by law,
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spousal consent shall not be required. All benefit payments under this Section 10 shall commence on the first of the month following the Employee's Annuity Starting Date, and, if an annuity payment option is chosen, the first payment will include a benefit for both such month and the month that includes the Employee's Annuity Starting Date.

Any consent (or establishment that consent is not required) necessary under this provision will be valid only with respect to such Spouse, but may not be revoked by such Spouse. A revocation of a prior waiver may be made by an Employee without the consent of the Spouse at any time before the Employee's Annuity Starting Date. The number of revocations by an Employee shall not be limited. Any new waiver or change of Beneficiary will require a new spousal consent.

- B. The normal form of pension payment (not including any early retirement supplements provided by this Plan) for an Employee who does not have a Surviving Spouse at retirement shall be a monthly income payable for his life.
 - C. Notwithstanding any provision hereof to the contrary, if a Participant is permitted, in accordance with Section 10.D, to elect to receive a benefit in the form of a lump sum payment, then in no event shall the Participant's benefit, as payable in the normal form determined in accordance with Section 10.A or Section 10.B above, be less than the Actuarial Equivalent of the lump sum amount payable to the Participant in accordance with Section 10.D.
 - D. Within 90 days prior to his Annuity Starting Date, on a form prescribed by the Administrator, an Employee may elect one of the following forms of pension payment (not including any early retirement supplements provided by this Plan) in lieu of the normal form:
 - 1. Life Annuity -- A monthly income payable for his life.
 - 2. 55% Spouse Survivor Annuity -- A reduced amount payable monthly for his life with the provision that upon his death an amount equal to 55% of such reduced amount shall be paid monthly for the life of his Surviving Spouse.
 - 3. 55% Joint & Survivor Annuity -- A reduced amount payable monthly for his life with the provision that upon his death an amount equal to 55% of such reduced amount shall be paid monthly for the life of his Joint Annuitant.
 - 4. 100% Joint & Survivor Annuity -- A reduced amount payable monthly for his life with the provision that upon his death the same amount shall be paid monthly for the life of his Joint Annuitant.
 - 5. Lump Sum -- A lump sum settlement of his frozen benefits determined under Sections 10.J and 1.1. This lump sum option is not available with respect to Credited Service or benefits accrued after December 31, 1994, except as provided in Section 10.J below.
 - 6. Effective January 1, 2008 - a 50% Joint & Survivor Annuity -- A reduced amount payable monthly for his life with the provision that upon his death an amount equal to 50% of such reduced amount shall be paid monthly for the life of his Joint Annuitant.
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This optional form of benefit is not available to any Employees who are represented by a labor organization or other representative who has entered into a written agreement with an Employer providing for participation in this Plan by the Employees in such unit until such unit(s) agree to in writing, which written agreements will be incorporated herein by reference thereto.

Effective January 1, 2009, this optional form of benefit is available to any Employees represented by a labor organization or other representative who has entered into a written agreement with an Employer providing for participation in this Plan by the Employees in such unit.

If (i) an Employee retires or terminates employment before his Normal Retirement Date, then reaches his Normal Retirement Date before he elects to commence pension payments, and fails to elect one of the forms of pension payment specified above, or (ii) an Employee retires on or after reaching Normal Retirement Date and fails to elect one of the forms of pension payment specified above, the Employee's pension payments shall, except as provided in Section 10.Q.3, commence as of the later of his Normal Retirement Date or actual retirement date, and as soon as practicable following the later of his Normal Retirement Date or his actual retirement, in the normal form of payment specified in Section 10.A.

An Employee's election to commence pension payments shall be made in accordance with procedures established by the Administrator, including, but not limited to, procedures regarding (i) the date by which an Employee must request a benefit calculation and election forms based on a particular Annuity Starting Date and (ii) the date by which an Employee must return such forms for the benefit to commence on such Annuity Starting Date. Such procedures shall provide that an Employee's Annuity Starting Date shall in no event be earlier than the date on which the Employee makes a request for a benefit calculation and election forms.

- E. A 55% Spouse Survivor Annuity or a 55% Joint & Survivor Annuity shall be the monthly pension determined under either Section 4 or Section 5.A, whichever applies, reduced by a percentage that is based on the relationship of the Employee's age to his Surviving Spouse's age or his Joint Annuitant's age, whichever is applicable. The age of each shall be determined as the age at the birthday nearest the date as of which payments commence. The percentage shall be 7½% if the Employee's age and his Surviving Spouse's or Joint Annuitant's age are the same. The percentage shall be decreased by 0.50% for each year up to 15 years by which the Surviving Spouse's age or the Joint Annuitant's age exceeds the Employee's age and shall be increased by 0.50% for each year by which the Surviving Spouse's age or the Joint Annuitant's age is less than the Employee's age.
 - F. A 100% Spouse Survivor Annuity or a 100% Joint & Survivor Annuity shall be the monthly pension determined under either Section 4 or Section 5.A, whichever applies, reduced by a percentage that is based on the relationship of the Employee's age to his Surviving Spouse's age or his Joint Annuitant's age, whichever is applicable. The age of each shall be determined as the age at the birthday nearest the date as of which payments commence. The percentage shall be 13½% if the Employee's age and his Surviving Spouse's age or Joint Annuitant's age are the same. The percentage shall be decreased by 0.50% for each
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year up to 27 years by which the Surviving Spouse's age or the Joint Annuitant's age exceeds the Employee's age and shall be increased by 0.50% for each year by which the Surviving Spouse's age or the Joint Annuitant's age is less than the Employee's age.

- G. An Employee who elects a 55% Spouse Survivor Annuity, a 100% Spouse Survivor Annuity, 55% Joint & Survivor Annuity, 100% Joint & Survivor Annuity or a 50% Joint & Survivor Annuity must furnish proof of the age of his Surviving Spouse or must designate a Joint Annuitant and furnish proof of the Joint Annuitant's age, whichever is applicable. Such information must be furnished to the Administrator at the time the election is made.
- H. Subject to Section 10.P, if the Employee or the Joint Annuitant or the Surviving Spouse, whichever is applicable, dies before the Employee's retirement date after the Employee has elected a 55% or 100% Spouse Survivor Annuity or a 50%, 55% or 100% Joint & Survivor Annuity, the election is automatically canceled and, if applicable, the pension shall be paid in the appropriate normal form. If the Employee survives the Joint Annuitant or his Surviving Spouse, whichever is applicable, beyond his retirement date, no change shall be made in the Employee's pension after the death of the Joint Annuitant or the Surviving Spouse, whichever is applicable, except as provided in Section 10.I below.
- I. If an Employee is receiving a 55% or 100% Spouse Survivor Annuity or a 50%, 55% or 100% Joint & Survivor Annuity and his Surviving Spouse or Joint Annuitant, whichever is applicable, predeceases him within 5 years of the Employee's retirement date, a portion of the reduction which was applied to the Employee's monthly pension at retirement because of the selection of the applicable annuity shall be restored effective the first of the month following the death of the Surviving Spouse or Joint Annuitant, whichever is applicable, in accordance with the following:

<u>Years since retirement in which Surviving Spouse or Joint Annuitant died</u>	<u>Portion of reduction restored</u>
First	100%
Second	80%
Third	60%
Fourth	40%
Fifth	20%

- J. If an Employee or Surviving Spouse elects a lump sum in accordance with Section 10.D.5 above, the amount of such lump sum will be the amount described in Section 10.J.1 below, unless Section 10.J.2 applies and is elected.
 - 1. In the case of a normal retirement under Section 4, the lump sum will be the Actuarial Equivalent of the Employee's Frozen Normal Retirement Pension. In the case of an early retirement under Section 5, the lump sum will be the Actuarial Equivalent of his Frozen Early Retirement Pension. In the case of a terminated Vested Employee under Section 6.B, the lump sum will be the Actuarial Equivalent of the annuity payable at the requested commencement date with respect to the Employee's Frozen Normal Retirement Pension. In the case of a terminated Vested Employee under Section 6.C, the lump sum will be the Actuarial Equivalent of the
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deferred annuity payable at his Normal Retirement Date with respect to the Vested Employee's Frozen Normal Retirement Pension. In the case of a Surviving Spouse under Section 8, the lump sum will be the Actuarial Equivalent of the annuity payable with respect to the deceased Employee's Frozen Normal Retirement, Pension. In the case of a Surviving Spouse under Section 9.D, the lump sum will be the Actuarial Equivalent of the annuity payable at the requested commencement date with respect to the deceased Employee's Frozen Normal Retirement Pension. In the case of a Surviving Spouse under Section 9.E or 9.F, the lump sum will be the Actuarial Equivalent of the deferred annuity payable at the deceased Employee's Normal Retirement Date with respect to the deceased Employee's Frozen Normal Retirement Pension.

2. Where an Employee elects a lump sum in accordance with Sections 10.D.5 and 10.J.1 above, he may elect to receive the remainder of his benefit, if any, in accordance with the other provisions of this Section 10. The remainder of his benefit will be the monthly pension payable under the applicable Section of this Plan in excess of the monthly pension converted to a lump sum. However, if the Actuarial Equivalent of such remainder benefit does not exceed \$10,000, the Employee may elect to receive his entire accrued benefit, including benefits with respect to Credited Service after 1994, in a lump sum. This Section 10.J.2 shall also apply to a Surviving Spouse, except that a remainder benefit paid in the form of an annuity will be limited to the form of payment described in Section 8 or 9, whichever is applicable.
- K. An Employee may, after having received the notice, affirmatively elect to have his benefit commence sooner than 30 days following his receipt of the notice, provided all of the following requirements are met:
1. the Administrative Committee clearly informs the Employee that he has a period of at least 30 days after receiving the notice to decide when to have his benefits begin and, if applicable, to choose a particular optional form of payment;
 2. the Employee affirmatively waives the 30-day period referred to above and elects a date for his benefits to begin and, if applicable, an optional form of payment, after receiving the notice;
 3. the Employee is permitted to revoke his election until the later of his Annuity Starting Date or seven days following the day he received the notice;
 4. payment does not commence less than seven days nor more than 90 days following the day after the notice is received by the Employee (except the 90-day period may be extended due to administrative delay); and
 5. the Annuity Starting Date is after the date the notice is provided.
- L. A "Distributee" may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an "Eligible Rollover Distribution" paid directly to an "Eligible Retirement Plan" specified by the Distributee in a "Direct Rollover." For purposes of this Section, the following definitions shall have the following meanings:
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1. "Distributee" means an Employee or former Employee. For purposes of Section 10.L.2 below, the Employee's or former Employee's Surviving Spouse, the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code; are Distributees with regard to the interest of the Spouse or former Spouse, or a non-Spouse Beneficiary (effective April 1, 2007);
 2. "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; (ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and (iii) any portion of any distribution that is not includible in gross income; A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (1) an individual retirement account or annuity described in Section 408(a) or (b) of the Code; (2) for taxable years beginning after December 31, 2001 and before January 1, 2007, to a qualified trust which is part of a defined contribution plan that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible; or (3) for taxable years beginning after December 31, 2006, to a qualified trust or to an annuity contract described in Section 403(b) of the Code, if such trust or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.
 3. "Eligible Retirement Plan" means any of the following types of plans that accept the Distributee's Eligible Rollover Distribution:
 - (i) an individual retirement account or individual retirement annuity described in Section 408(a) or 408(b) or 408A (effective January 1, 2008) of the Code, respectively;
 - (ii) a qualified trust described in Section 401(a) of the Code;
 - (iii) an annuity contract described in Section 403(b) of the Code; and
 - (iv) an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan.
 4. "Direct Rollover" means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.
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M. Except for monthly amounts payable pursuant to Sections 6.C and 6.D and Section 9, an overall guarantee of at least 60 times the life annuity monthly pension amount (without regard to any early retirement supplements provided by this Plan) shall apply to monthly amounts payable from the Plan. This guarantee shall not apply to any monthly supplements which may be payable up to age 62 pursuant to any of the provisions of the Plan.

1. If the Employee has elected to receive payment in the form of a life annuity and he dies after payments have begun but before 60 payments have been made, the balance of such 60 monthly payments shall be payable in a lump sum to the Beneficiary named by the Employee.
2. If the Employee has elected to receive payment in the form of a 50%, 55% or 100% Spouse Survivor Annuity or a 50%, 55% or 100% Joint & Survivor Annuity and both the Employee and his Survivor Spouse or Joint Annuitant, whichever is applicable, die after payments have begun but before the guaranteed amount of 60 times the life annuity monthly pension amount has been received, the difference between the guaranteed amount and the amount received shall be payable in a lump sum to the Beneficiary of the Employee or his Surviving Spouse or Joint Annuitant, whoever is the last to die.

The Beneficiary designation under this Section 10.M is subject to the provisions of Sections 11.D and 11.F in the event that no Beneficiary designation has been made or the designation fails or lapses.

N. The following special rules shall apply to an Employee or Surviving Spouse who elects to receive his entire accrued benefit in the form of a monthly annuity under Sections 10.D.1 through 10.D.4 and 10.D.6:

1. If such an Employee (i) has Eligibility Service for periods prior to January 1, 1995 (not including Eligibility Service for periods prior to January 1, 1995 granted after December 31, 1994); (ii) has Eligibility Service after December 31, 1994; (iii) is eligible for Early Retirement in accordance with Section 2.C; and (iv) elects such an Early Retirement Pension; then:
 - (a) such Employee's early retirement monthly amount shall be calculated using the reduction factors of Sections 5.A.1.(a), 5.A.2.(a), and 5.A.2.(b) as if, solely for purposes of this Section 10.N, all of his Credited Service occurred prior to January 1, 1995, and by determining his benefit under the Flat Rate method using the formula described in Section 4.A.2.(b) rather than Section 19; and
 - (b) if the Employee has not yet attained age 62, he shall be entitled to an Early Retirement Supplement described in and payable in accordance with Section 5.B even though his retirement date is after December 31, 1994.
 2. If such Surviving Spouse was married to a deceased Employee who (i) had Eligibility Service for periods prior to January 1, 1995 (not including Eligibility Service for periods prior to January 1, 1995 granted after December 31, 1994) and (ii) had Eligibility Service after December 31, 1994; and if such Surviving Spouse is eligible for a benefit under Section 8; then such Surviving
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Spouse's monthly amount shall be calculated using the reduction factors of Sections 8.C.1.(a), 8.C.1.(c), and 8.C.2.(b), whichever applies, as if, solely for purposes of this Section 10.N, all of the deceased Employee's Credited Service occurred prior to January 1, 1995, and by determining his benefit under the Flat Rate method using the formula described in Section 4.A.2.(b) rather than Section 19.

- O. In any case, a lump sum payment of Actuarial Equivalent value shall be made in lieu of all benefits in the event:
1. the Employee's Annuity Starting Date occurs on or after his Normal Retirement Date and both the present value of his Vested Pension and the Employee's contributions, With Interest, determined as of his Annuity Starting Date amount to \$5,000 or less, or
 2. the Employee's Annuity Starting Date occurs prior to his Normal Retirement Date and both the present value of his Vested Pension and the Employee's contributions, With Interest, determined as of his Annuity Starting Date amount to \$1,000 or less.

The amount of the lump sum shall be determined in accordance with Section 1.1 above. The lump sum payment shall be made as soon as practicable following the determination that the amount qualifies for distribution under this paragraph. In no event shall a lump sum payment be made following the date pension payments have commenced as an annuity.

Notwithstanding the above, an Employee who is entitled to a Vested Pension upon his termination of employment shall be entitled to elect to receive in one lump sum of Actuarial Equivalent value his Vested Pension (including any early retirement supplement) provided by the Plan or, if greater, the Employee's contributions With Interest, provided that the lump sum payment exceeds \$1,000 but does not exceed \$5,000 at the time of payment. The Employee may elect to receive the lump sum payment as soon as practicable following his termination of employment or as of the first day of any later month that precedes his Normal Retirement Date. Such election shall be made in accordance with such administrative rules as the Administrative Committee shall prescribe. Spousal consent to the Employee's election of the lump sum (as described in Section 10.A) is not required. An Employee who is entitled to elect a distribution under this Section 10.O shall not be entitled to receive payment in any other form of payment offered under the Plan.

- P. This Section 10.P shall apply only to Employees who attain age 65 prior to January 1, 1995. Notwithstanding Sections 7.D, 8.A, and 10.H, if such an Employee who continues in the employ of an Employer beyond his Normal Retirement Date should die prior to retirement but after having elected a 100% Spouse Survivor Annuity, a 55% Joint & Survivor Annuity, or a 100% Joint & Survivor Annuity, a monthly amount shall be payable to his Joint Annuitant or to his Surviving Spouse, whichever is applicable, calculated in accordance with such election. Such monthly amount shall be determined as though the Employee had retired on the first of the month following the month in which his death occurred with such election in effect, but shall be based on Credited Service to his date of death. Payments to the Joint Annuitant or Surviving Spouse shall commence on the first of the second month following the Employee's date of death, and the first payment will include a benefit for both such second month and the first month following the month in which the Employee's death
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occurred. No benefit shall be paid under this Section 10.P unless, if applicable, the Employee's Spouse consents to the designation of a Joint Annuitant other than the Spouse and waives any death benefit otherwise provided under Sections 8 or 9, pursuant to the consent provisions of Sections 10.A and 11.B.

- Q. If the written explanation described in Section 10.A is provided to a Participant after the Annuity Starting Date to which it relates, the following provisions shall apply:
1. If any payments are required to be made under the provisions of this Plan retroactive to an Annuity Starting Date that is before the date on which such payments actually commence, an appropriate adjustment shall be made for interest through the date of distribution at a rate determined in a uniform and non-discriminatory manner by the Administrator. Notwithstanding the foregoing, if the benefit is subject to the requirements of Section 417(e)(3) of the Code, and the Employee would receive a greater amount by applying the actuarial assumptions specified in Section 1.1 determined as of the date on which payments actually commence to compute the benefit, then the Employee shall receive such greater amount. Furthermore, notwithstanding the foregoing, the amount of the benefit (other than a benefit that is not subject to the requirements of Section 417(e)(3) of the Code and commences within 12 months of the Annuity Starting Date) must satisfy the requirements of Appendix B using the actuarial assumptions specified in Section 1.1 determined as of the Annuity Starting Date and as of the date on which payments actually commence, whichever produces a smaller benefit.
 2. The Employee's election to commence benefits must include the Employee's affirmative election of such Annuity Starting Date, and any required consent of the Employee's Spouse, if applicable, must include an affirmative election of such Annuity Starting Date. For this purpose, the Employee's Spouse is determined based on the date that pension payments actually commence.
 3. If (i) an Employee terminates employment or retires before his Normal Retirement Date, then reaches his Normal Retirement Date before he elects to commence pension payments, and fails to elect one of the forms of pension payment specified in Section 10.D, and the requirements of Section 10.Q.2 are not satisfied or (ii) an Employee retires on or after reaching Normal Retirement Date, fails to elect one of the forms of pension payment specified in Section 10.D, and the requirements of Section 10.Q.2 are not satisfied, the Employee's pension payments shall commence as soon as practicable following the later of his Normal Retirement Date or his actual retirement in the normal form of payment specified in Section 10.A and shall be actuarially increased using the assumptions specified in Section 1.1 to reflect commencement after his Normal Retirement Date or actual retirement date, as applicable.
- R. Notwithstanding any other provision of the Plan to the contrary, all distributions from this Plan shall be determined and made in accordance with the Sections 1.401(a)(9)-2 through 1.401(a)(9)-9 of the Income Tax Regulations issued under Section 401(a)(9) of the Code, including the incidental death benefit provisions of Section 401(a)(9)(G) of the Code. Further, such regulations shall override any Plan provision that is inconsistent with Section 401(a)(9) of the Code.
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With respect to benefits commencing on or after January 1, 2006, the following rules shall apply:

1. Any additional benefits accruing to an Employee in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.
 2. If an Employee's benefit is being distributed in the form of a joint and survivor annuity for the joint lives of the Employee and non-Spouse Beneficiary, annuity payments to be made on or after the Employee's required beginning date to the designated Beneficiary after the Employee's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Employee using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Income Tax Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Employee and a non-Spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the period certain. If the Annuity Starting Date occurs in a calendar year which precedes the calendar year in which the Employee reaches age 70, in determining the applicable percentage, the Employee/Beneficiary age difference is reduced by the number of years that the Employee is younger than age 70 on the employee's birthday in the calendar year that contains the Annuity Starting Date.
 3. If the Employee's benefit is being distributed in the form of a period certain and life annuity option, the period certain may not exceed the applicable distribution period for the Employee under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Income Tax Regulations for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Employee reaches age 70, the applicable distribution period for the Employee is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Income Tax Regulations plus the excess of 70 over the age of the Employee as of the Employee's birthday in the year that contains the Annuity Starting Date.
 4. For purposes of this Section, the following definitions shall apply:
 - (a) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 1.4 is the designated Beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-4, Q&A-1, of the Income Tax Regulations.
 - (b) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Employee's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Employee's required beginning date.
 - (c) Life Expectancy. Life expectancy as computed using the Single Life Table in Section 1.401(a)(9)-9 of the Income Tax Regulations.
 - (d) Required beginning date. With respect to an Employee who is a 5-percent owner as defined in Section 416(i) of the Code, the April 1 of the calendar year following the calendar year in which the Employee attains age 70-1/2 and, with respect to an Employee who is not a 5-percent owner, the April 1 following the later of the calendar year in which the Employee attains age 70-1/2 or the calendar year in which the Employee retires.
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SECTION 11 - DESIGNATION OF BENEFICIARY

- A. Each Employee or Pensioner shall file with the Administrator a written designation of Beneficiary. Subject to obtaining spousal consent when required, a Beneficiary designation may be changed by the Employee or Pensioner at any time upon written notice to the Administrator.
- B. The Beneficiary of a married Employee or Pensioner must be the Employee's or Pensioner's Spouse unless the Spouse has given written consent to the designation of some other person, persons or entity as Beneficiary. Such consent must be witnessed by a notary public. Notwithstanding the foregoing, if an Employee or Pensioner establishes to the satisfaction of the Administrator that a written consent cannot be obtained because the Spouse cannot be located, or because of such other circumstances as may be permitted by law, spousal consent shall not be required.
- C. An unmarried Employee or Pensioner may designate any person, persons or entity as Beneficiary without restriction. However, an unmarried Employee or Pensioner who later marries must at that time obtain spousal consent (as described in Section 11.B) in order for the Employee's or Pensioner's existing Beneficiary designation to remain valid. If a divorced Employee or Pensioner later remarries, the Employee or Pensioner must obtain the consent of the Employee's or Pensioner's new Spouse to the Beneficiary designation, even if the Employee or Pensioner obtained the consent of the Employee's or Pensioner's former Spouse to the Beneficiary designation.
- D. Notwithstanding the fact that an Employee or Pensioner has obtained spousal consent to the designation of some other person, persons or entity as a Beneficiary, if the validly designated Beneficiary is not living at the time of such Employee's or Pensioner's death, the Surviving Spouse shall become the Beneficiary. If there is no Surviving Spouse, payment shall be made to the legal representative of the Employee or Pensioner.
- E. No Beneficiary shall, prior to the death of the Employee or Pensioner, acquire any interest in the Plan or in the assets of the Trust.
- F. A Surviving Spouse or a Joint Annuitant who is entitled to receive a benefit under the Plan as a result of the death of the Employee or Pensioner, shall designate a Beneficiary to receive any amounts which might become payable upon the death of such Surviving Spouse or Joint Annuitant. Absent such a designation, any amounts payable shall be paid to the legal representative of the Surviving Spouse or Joint Annuitant, whichever is applicable.
- G. A valid Beneficiary designation under the Predecessor Plan of a WGSC Transferee (as defined in the Introduction to the Plan) who was eligible to participate in the Predecessor Plan prior to such individual's transfer to an Employer shall remain in effect under this Plan until changed by the WGSC Transferee.

SECTION 12 - ADMINISTRATION

- A. **Company.**
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The Company is the "plan sponsor" of the Plan, as described by Section 3(16)(B) of ERISA, and is the "named fiduciary" of the Plan, within the meaning of Section 402(a)(2) of ERISA. The Company has all responsibilities not otherwise delegated to the Administrative Committee, the Investment Committee, the Trustee, the Administrator, or the Investment Managers, including:

1. making contributions to the Plan;
2. amending the Plan by written resolution of the Board as provided in Section 18; and
3. appointing and dismissing, by written action of the Chief Executive Officer of the Company or the Board, members of the Administrative Committee and the Investment Committee.

B. Administrative Committee.

The Company, as the "named fiduciary" of the Plan within the meaning of Section 402(a)(2) of ERISA, may appoint an Administrative Committee with respect to Plan administrative matters. Subject to the terms of the Plan, the Trust Agreement and applicable resolutions of the Board, the Administrative Committee, when duly constituted, shall have full and absolute discretion and authority to control and manage the operation and administration of the Plan, and to interpret and apply the terms of the Plan and the Trust Agreement. This full and absolute discretion and authority includes, but is not limited to, the power to:

1. interpret, construe, and apply the provisions of the Plan and Trust Agreement, and any construction adopted by the Administrative Committee in good faith shall be final and binding;
2. adopt Plan amendments that (a) are required by ERISA or other applicable law or regulation governing qualification of employee benefit plans, or are necessary for Plan administration, and which do not materially increase costs to the Plan or the Company or materially change Participants' benefits under the Plan, (b) implement special rules in Section 14 for acquisitions, sales, and other dispositions, (c) revise the list of Employers in Appendix D, or (d) clarify ambiguous or unclear Plan provisions; provided that such amendments will be made in writing and will be made according to procedures established by the Administrative Committee, and
3. review appeals from the denial of benefits.

The Administrative Committee may employ, appoint, and dismiss advisors as the Administrative Committee deems necessary to carry out the provisions of the Plan and the Trust Agreement, including attorneys, accountants, actuaries, clerks, or other agents, and may delegate any of their authority and duties to such persons.

C. Investment Committee.

The Company, as the "named fiduciary" of the Plan within the meaning of Section 402(a)(2) of ERISA, may, in its discretion, appoint the Investment Committee with respect to Plan investments. Subject to the terms of the Plan, the Trust Agreement and applicable

resolutions of the Board, the Investment Committee, when duly constituted, shall have full and absolute discretion and authority to:

1. establish the Plan's investment policy;
2. appoint and dismiss Investment Managers (as described by Section 3(38) of ERISA) and the Trustee;
3. provide guidelines and directions to, and monitor the performance of, Investment Managers and the Trustee;
4. establish the Plan's funding and actuarial policies and practices; and
5. manage the funding, cost, and financial aspects of the Plan.

The Investment Committee may employ, appoint, and dismiss advisors as the Investment Committee deems necessary to carry out the provisions of the Plan and the Trust Agreement, including attorneys, accountants, actuaries, clerks, or other agents, and may delegate any of their authority and duties to such persons.

D. Administrator.

The Administrator is responsible for, and has authority to:

1. adopt rules and procedures as necessary or appropriate for Plan administration and the processing of claims for benefits;
2. make all initial determinations regarding claims or benefits, including authority to interpret and apply any applicable Plan provisions to the facts involved in each benefits claim, and provide notice described in Section 12.J to any claimant whose claim is denied;
3. subject to guidelines provided by the Administrative Committee, direct the Trustee regarding: (a) payment of benefits to Participants. and (b) payment of the reasonable and necessary expenses of the Plan from Plan assets;
4. obtain fidelity bonds and fiduciary insurance coverage, in accordance with applicable provisions of ERISA; and
5. comply with and monitor the Plan's continued compliance with all governmental laws and regulations relating to recordkeeping and reporting of Participants' benefits, other notifications to Participants, registration with the Internal Revenue Service, and reports to the Department of Labor.

E. Trustee.

The Trustee has exclusive responsibility for control and management of Plan assets, in accordance with the Trust Agreement. The Trustee is responsible for, and has authority to:

1. invest, manage, and control Plan assets, subject to the direction of the Investment Committee and Investment Manager(s) appointed by the Investment Committee, or of the Company;
2. maintain records and accounts of all contributions, receipts, investments, distributions, expenses, disbursements, and all other transactions; and
3. prepare records, reports, statements, tax returns, and forms required to be furnished to Participants or filed with the Secretary of Labor or Treasury, as required by the Trust Agreement, or the directions of the Administrative Committee or Administrator.

F. Investment Managers.

Investment Managers manage and invest Plan assets subject to the Plan, the Trust Agreement, and guidelines and directions provided by the Investment Committee or the Company.

G. Allocation of Fiduciary Authority.

The Company, other Employers, the Administrative Committee, the Investment Committee, the Administrator, the Trustee, and the Investment Manager(s) (collectively, the "Plan Fiduciaries") each have individual responsibility for the prudent execution of their responsibilities assigned under this Plan, and are not liable for acts or failures by another Fiduciary, unless the Plan provides for shared fiduciary responsibility. Plan Fiduciaries are obligated to discharge their duties with respect to the Plan solely and exclusively in the interest of Plan Participants and their beneficiaries, and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

Whenever the Plan or Trust Agreement requires one Fiduciary to provide information or direct the activities of another Fiduciary, the two may not be deemed to have shared Fiduciary responsibility. Instead, the Fiduciary giving directions or providing information is solely responsible for prudently directing or informing the other, and the Fiduciary receiving the direction or information is entitled to rely on that direction or information as proper under the Plan, the Trust Agreement, and applicable law.

Any individual may serve in more than one capacity. For example, the same individual may serve on the Administrative Committee and on the Investment Committee, and as an agent of the Company or as the Administrator. However, no Plan Fiduciary who is employed by an Employer or an entity in the Controlled Group of an Employer may be compensated for services to the Plan from Plan assets.

H. Indemnification of Fiduciaries.

To the extent not compensated by insurance or otherwise, the Company shall indemnify and hold harmless each member of the Administrative Committee, and each partner and employee of the Company designated by the Administrative Committee to carry out any fiduciary responsibility with respect to the Plan, from any and all claims, losses, damages, expenses (including counsel fees approved

by the Company) and liabilities (including any amount paid in settlement with the approval of the Company), arising from any act or omission of such member, or partner or employee, except where the same is judicially determined or determined by the Company to be due to willful misconduct of such member or employee. No assets of the Plan may be used for any such indemnification.

I. Claims for Benefits.

Each person (including any Employee, former Employee, Joint Annuitant, Surviving Spouse, or other Plan Beneficiary) must file a claim with the Administrator for any benefit to which that person believes he is entitled under this Plan, in accordance with procedures established by the Administrator.

Generally, the Administrator is required to decide each claim within 90 days of the date on which the claim is filed. If special circumstances require a longer period for adjudication, the Administrator must notify the claimant in writing of the reasons for an extension of time, and the date by which the Administrator will decide the claim, before the 90 day period expires. Extensions beyond 90 days after the expiration of the initial 90 day period are not permitted. If the Administrator does not notify the claimant of its decision to grant or deny a claim within the time specified by this Section, the claim will be deemed to have been denied and the appeal procedure described in Section 12.K below will become available to the claimant.

J. Notice of Denial of Claim for Benefits.

If the Administrator denies a claim for benefits under the Plan, the claimant will receive a written notice that explains:

1. the specific reason for the denial, including specific reference to pertinent Plan provisions on which the denial is based;
2. any additional information or material necessary to perfect a claim, with an explanation of why such material is necessary, if any information would be helpful or appropriate to further consideration of the claim; and
3. the steps to be taken if the claimant wishes to appeal, including the time available for appeal.

K. Appeal of Denied Claims for Benefits.

Claimants must submit a written request appealing the denial of a claim within 60 days after receipt of notice described by Section 12.J. Claimants may review all pertinent documents, and submit issues and comments in writing. The Administrative Committee (or its delegate) will provide a full and fair review of all appeals from denial of a claim for benefits, and their decision will be final and binding.

The decision of the Administrative Committee (or its delegate) ordinarily will be given within 60 days after receipt of a written request for appeal, unless special circumstances require an extension (such as for a hearing). If an extension of time for appeal is necessary, the

claimant will receive written notice of the extension before the 60 day period expires. The decision may not be delayed beyond 120 days after receipt of the written request for appeal. Notice of the decision on appeal will be provided in writing, and will explain the basis for the decision, including reference to applicable provisions of the Plan, in a manner calculated to be understood by the person who appealed the denial of a claim.

L. Exhaustion of Remedies.

No legal action for benefits under the Plan may be brought unless and until the following steps have occurred:

1. the claimant has submitted a written application for benefits in accordance with Section 12.I;
2. the claimant has been notified that the claim has been denied, as provided by Section 12.J;
3. the claimant has filed a written request appealing the denial in accordance with Section 12.K; and
4. the claimant has been notified in writing that the Administrative Committee (or its delegate) has denied the claimant's appeal, or the Administrative Committee has failed to act on the appeal within the time prescribed by Section 12.K.

SECTION 13 - FUNDING

- A. The Company and any other Employers intend to fund this Plan by making such contributions to the Trustee or Trustees or by paying such premiums under any insured contract or contracts which, in addition to contributions made by Employees, will be sufficient to fund the benefits provided under this Plan, in accordance with accepted actuarial principles and the minimum funding standards of Section 412 of the Code.
 - B. If all or part of the Employers' contributions to the Plan are disallowed by the Internal Revenue Service under Section 404 of the Code, the portion of the contributions to which that disallowance applies shall be returned to the Employers without interest, but reduced by any investment loss attributable to those contributions. The return shall be made within one year after the date of the disallowance of deduction. The Employers may also recover without interest the amount of contributions to the Plan made on account of a mistake of fact, reduced by any investment loss attributable to those contributions, if recovery is made within one year after the date of those contributions. Contributions under the Plan are conditioned upon the initial qualification of the Plan under Section 401(a) of the Code by the Internal Revenue Service, and the Employers may recover contributions made to the Plan, reduced by any investment loss attributable to those contributions, within one year after an adverse determination by the Internal Revenue Service, recover contributions made to the Plan, reduced by any investment loss attributable to those contributions, as described in Section 403(c)(2)(B) of ERISA.
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- C. In determining whether or not the requirements of this Section 13 have been met, the assets of any trust fund established under this Plan shall be valued on a basis that takes into account fair market value as permitted by applicable regulations.
- D. The Company and any other Employers, by payment of contributions to the Trustee or Trustees and/or insurance company or companies, shall be relieved of any further liability, and benefits shall be payable only from the trust fund or under the insured contract or both, provided, however, that any Trust Agreement and/or insurance contract under which such payments are made shall not be inconsistent with any provisions of this Plan.
- E. The Company shall have the right to provide in any Trust Agreement that the funds of any trust may be invested in securities or other investments including, but not limited to common stock of any corporation, the common stock or any other securities or obligations of the Employer, and group or common trust funds, to the extent such investments are not inconsistent with the requirements of ERISA.

SECTION 14 - ACQUISITIONS, SALES, AND OTHER DISPOSITIONS

- A. In the event an Employer should acquire shares of stock or other assets and properties of any other company which has a pension plan, qualified under Section 401(a) of the Code, in effect at the time of such acquisition, the Administrative Committee may in such manner and to such extent as it deems advisable grant benefits under this Plan, for service with such other company prior to the date of acquisition, based on the benefit formula of such company's pension plan.
 - B. In the event an Employer should acquire shares of stock or assets and properties of any other company which does not have a pension plan, qualified under Section 401(a) of the Code, in effect at the time of such acquisition, the Administrative Committee may in such manner, to such extent and for such purposes under this Plan as it deems advisable treat employment with such other company, either prior to acquisition by an Employer or thereafter, as Credited Service or Eligibility Service under this Plan.
 - C. In the event of the sale or other disposition of any subsidiary, division, department, or other identifiable group or unit of an Employer to an organization that has established a pension plan qualified under Section 401(a) of the Code, which plan provides for the extension of benefits to each Employee affected by such sale or other disposition based upon Credited Service under this Plan, the Administrative Committee may, for the purpose of funding such qualified pension plan, direct the segregation and transfer to the trust created by the acquiring organization an appropriate portion of the funds accumulated under this Plan, determined by the Administrative Committee in accordance with accepted actuarial principles and the requirements of Section 414(l) of the Code.
 - D. In the event of the sale or other disposition of any subsidiary, division, department, or other identifiable group or unit of an Employer to an organization which agrees to adopt and continue this Plan with respect to Employees whose employment continues with the acquiring organization, the Administrative Committee may, for the purpose of funding this Plan as so adopted and continued, direct the segregation of an appropriate portion of the
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assets held in trust under this Plan, determined by the Administrative Committee in accordance with accepted actuarial principles and the requirements of Section 414(l) of the Code, and the acquiring organization may be substituted as settler of the trust or trusts in which such portion of the assets is held.

- E. In the event an Employee who becomes a participant in a pension plan of an acquiring organization pursuant to Section 14.C or 14.D should subsequently again become an Employee of an Employer after having become entitled to a vested pension under the pension plan of the acquiring organization, benefits payable under this Plan based on Credited Service prior to his reemployment shall be reduced by the vested pension payable from the pension plan of the acquiring organization attributable to the same period of Credited Service. All Credited Service accumulated under this Plan prior to his reemployment shall, however, be considered as Eligibility Service in determining eligibility for benefits under this Plan.
- F. Any provisions in this Plan to the contrary notwithstanding:
 - 1. In the event an Employee transfers directly to any other corporation or affiliate thereof in connection with the transfer to such other corporation of Company assets or of government-owned facilities maintained or operated under contract by an Employer, or who may be transferred by any such other corporation or affiliate thereof to another affiliate thereof subsequent to his transfer from an Employer, the Administrative Committee may, by regulations or otherwise and to the extent that it considers advisable, treat service with any such other corporations as service with an Employer for purposes of vesting and for determining eligibility for any pensions accrued to the date of such transfer or any other benefits under this Plan which are dependent on a service-eligibility requirement.
 - 2. In the case of an Employee who at any time shall be transferred directly to any other corporation but whose service with such corporation or affiliate thereof is considered by the Administrative Committee as service with an Employer for any purpose under this Plan, the commencement of pension or other payments under this Plan to or on behalf of such an Employee shall not be made while the Employee is in the service of such corporations except as the Administrative Committee may provide otherwise and elections of options under this Plan by such an Employee and the time of commencement and manner of payment of pension and other payments under this Plan to or on behalf of such an Employee shall be as determined by the Administrative Committee.

SECTION 15 - TRANSFERRED EMPLOYEES

- A. An Employee who transfers to an Employer from an Affiliated Entity or an Excluded Unit shall have Eligibility Service based on periods of employment with the Affiliated Entity or Excluded Unit from which he transferred included under this Plan taken into account in determining whether he has satisfied the eligibility requirements for any benefit under this
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Plan. Such Eligibility Service shall not be used in determining the amount of any benefit under this Plan.

- B. An Employee who transfers from an Employer to an Affiliated Entity, an Excluded Unit, shall be eligible for benefits under this Plan as follows:
1. Subject to Section 4.D and Section 401(a)(14) of the Code, the Employee shall not be eligible to receive any benefits under the Plan while employed by an Affiliated Entity, an Excluded Unit.
 2. As set forth in Section 1.17, Eligibility Service based on periods of employment with the Affiliated Entity, Excluded Unit to which he transferred shall be included under this Plan in determining whether such a transferred Employee has satisfied the eligibility requirements for a pension under the Plan. Such Eligibility Service shall not be used in determining the amount of any benefit under this Plan.
 3. Normal, Early, or Special Retirement Pensions shall be payable under this Plan if, at the time his employment with the Affiliated Entity, Excluded Unit ceases, he has satisfied the age, service and any other requirements of this Plan for such benefits. The amount of such Normal, Early, or Special Retirement Pension shall be determined as if such transferred Employee was at such time retiring under this Plan, receiving full credit under this Plan for (a) Credited Service accumulated to date of transfer, (b) any Employee contributions made under the Plan which have not been refunded, and (c) such earnings, wages or base salary in effect at the time the Employee terminates employment with the Affiliated Entity, Excluded Unit as are applicable under the terms of this Plan at the time of such determination of benefits.
 4. A transferred Employee who subsequently terminates his employment with the Affiliated Entity, Excluded Unit prior to satisfying the requirements for retirement but who is eligible for a Vested Pension under this Plan at the time of such termination shall have the amount of such Vested Pension based on the terms of this Plan in effect at the time of such separation, receiving full credit under this Plan for (a) Credited Service accumulated to date of transfer, (b) any Employee contributions made under the Plan which have not been refunded, and (c) such earnings, wages or base salary in effect at the time the Employee terminates employment with the Affiliated Entity, Excluded Unit as are applicable under the terms of this Plan at the time of such separation.
- C. For the purposes of this Section 15, an Employee shall be deemed to be transferred if he:
1. transfers directly from an Employer to an Affiliated Entity, Excluded Unit, or transfers directly from an Affiliated Entity, Excluded Unit to an Employer, or
 2. is employed at an Affiliated Entity, Excluded Unit after having terminated employment with an Employer or is employed by an Employer after having terminated employment with an Affiliated Entity, Excluded Unit.
- D. Transfers to Benshaw. Notwithstanding any other provision of the Plan to the contrary, if an Employee during his period of employment with the Company and all Affiliated Entities
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is transferred from a position eligible to accrue benefits under the provisions of Section 3 or Section 4 to a position with Benschaw that is otherwise ineligible for benefits under the applicable Section, the following provisions shall apply:

1. Eligibility Service. An Employee's Eligibility Service shall be determined on the basis of his period of employment with the Company and all Affiliated Entities, including Benschaw.
 2. Credited Service. For purposes of determining an Employee's eligibility for benefits under the Plan (but not the amount of any benefit unless otherwise specified in Section 15.D.4. below), an Employee's years of Credited Service shall be determined on the basis of his period of employment with the Company including Benschaw, but not otherwise including his period of employment with an Excluded Unit.
 3. Eligibility for Benefits. Upon an Employee's termination of employment with the Company and all Affiliated Entities, including Benschaw, an Employee shall be entitled to a Normal, Early, or Vested Retirement Pension under the applicable provisions of the Plan if, at the time of his termination of employment, he has satisfied the age, service, and any other requirements of the Plan for such benefit.
 4. Rules for Determining the Amount of Benefit.
 - (a) If an Employee who is making contributions under the provisions of Section 3 is transferred to a position with Benschaw and on account of such transfer the Employee would be otherwise ineligible to make further contributions under the provisions of Section 3, the following provisions shall apply:
 - (i) Credited Service for Benefit Accrual Purposes. All service with Benschaw in such transferred position shall be included in determining the Employee's years of Credited Service for purposes of determining the amount of the Employee's contribution under Section 3 except that any service rendered while the Employee is eligible to participate in another qualified defined benefit pension plan shall be excluded.
 - (ii) Compensation. Compensation (as defined in Section 1.11) paid by Benschaw to the Employee while employed in such transferred position shall be included for purposes of Sections 15.D.3 and 15.D.4.
 - (b) If an Employee who is accruing benefits under the provisions of Section 4 is transferred to Benschaw and on account of such transfer the Employee would be otherwise ineligible to accrue further benefits under the provisions of Section 4, benefits shall continue to accrue under the provisions of Section 4 after the date of transfer.
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SECTION 16 - SUSPENSION OF BENEFITS AND REEMPLOYMENT

- A. In the event a Pensioner is reemployed by an Employer or an entity in the Controlled Group of an Employer, his pension payments shall be suspended. In the event the benefits of a Pensioner should have been suspended but were not, the Plan shall offset future benefits to recoup the benefits that should have been suspended to the extent permitted under regulations issued by the Department of Labor.

Notwithstanding the foregoing, there shall be no suspension of pension payments for a Pensioner who is reemployed if such suspension would be in violation of applicable Labor Regulations.

- B. In those cases where a reemployed Pensioner continues to receive a pension after his Normal Retirement Date, not taking into account amounts that are paid to satisfy the requirements of Section 401(a)(9) of the Code and the Income Tax Regulations thereunder, further accruals of pension amounts for a Plan Year will be reduced (but not below zero) by the actuarial equivalent of the total Plan benefit distributions made to the Pensioner by the close of the Plan Year.
- C. In those cases where the pension is suspended due to the reemployment of a Pensioner, the following shall apply:
1. Credited Service and Eligibility Service shall include the respective periods of Credited Service and Eligibility Service accrued both prior to his earlier retirement and subsequent to his re-employment.
 2. If the Employee is reemployed for a period of at least six (6) consecutive months, his pension upon his subsequent retirement shall be based on the provisions of the Plan in effect at that time.
 3. If the Employee is reemployed for a period of less than six (6) consecutive months, his pension for the period prior to reemployment shall be based on the benefit formulas of the Plan which were in effect at his original retirement date, except as provided in Section 1.13.D.
 4. Upon his subsequent retirement, an Employee may elect a different form of payment, pursuant to Section 10, than he elected at his original retirement date.
 5. Should an Employee die while reemployed, his Surviving Spouse shall be eligible for the Surviving Spouse Benefits set forth in either Section 8 or Section 9, whichever is applicable, unless Section 10.P applies and has been elected.
 6. In determining any remaining payments due the Beneficiary of a Pensioner based on the 60 month guarantee described in Section 10.M of the Plan, all payments made on behalf of the Pensioner, both before and after his reemployment shall be considered.
- D. In the event a former Employee is re-employed by an Employer after having retired and having received a lump sum pursuant to Section 10.D.5 that consists of the Actuarial
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Equivalent determined under Section 1.1 of his entire accrued benefit, such former Employee shall be considered a new hire with respect to future pension accruals. For the purpose of determining such Employee's eligibility for benefits, however, his previous Eligibility Service shall be restored.

- E. Subject to Section 4.D, in the event an Employee continues working past his Normal Retirement Date, the payment of his benefits shall be suspended and he shall be notified of such suspension in accordance with applicable Labor Regulations.
- F. If an Employee or former Employee receives after December 31, 1994 a lump sum distribution that is less than the actuarial equivalent of his entire vested accrued benefit as of the date of such distribution, he may restore such distributed benefit upon reemployment by an Employer as provided below by repaying to the Plan the full amount of such distribution plus interest, compounded annually from the date of distribution to the date of repayment at the rate determined for purposes of Section 411(c)(2)(C) of the Code. Such repayment must be made within five years from the date of reemployment. If repayment is available and made under this Section 16.F, then the Employee's or former Employee's accrued benefit with respect to the amount distributed will be restored, including all optional forms of benefits and subsidies with respect to the amount distributed that were available at the time of the distribution.

SECTION 17 - MISCELLANEOUS

A. Nonalienation.

No Plan benefit will be subject in any manner to anticipation, pledge, encumbrance, alienation, levy, or assignment, nor to seizure, attachment, or other legal process for the debts of any Employee, former Employee, or other Plan Beneficiary, except as otherwise provided in Section 401(a)(13) of the Code or pursuant to a qualified domestic relations order under Section 414(p) of the Code or a domestic relations order entered before January 1, 1985 that the Administrator treats as a qualified domestic relations order. For the purposes of computing benefits payable to an alternate payee under a qualified domestic relations order, the equivalent actuarial value of such benefits shall be computed as of the date on which benefits are first payable and shall be based on the mortality table and interest rate assumptions provided under Section 1.1. A Plan benefit shall also be distributed as required because of the enforcement of a federal tax levy made pursuant to Section 6331 of the Code or the collection by the United States on a judgment resulting from an unpaid tax assessment.

B. Facility of Payment.

If, in the opinion of the Administrative Committee, a person to whom a benefit is payable is unable to care for his affairs because of illness, accident, or any other reason, any payment due the person, unless prior claim therefor shall have been made by a duly qualified guardian or other duly appointed and qualified representative of such person, may be paid to some member of the person's family, or to some other party who, in the opinion of the Administrative Committee, has incurred expense for such person. Any such payment shall

be a payment for the account of such person and shall be a complete discharge of liability under this Plan.

C. Conditions of Employment not affected by Plan.

Each Employer in adopting this Plan shall not be held to create or vest in any Employee or any other person any interest, pension or benefits other than the benefits specifically provided herein, or to confer upon any Employee the right to remain in the service of his Employer.

D. Statements of Employee Contributions.

Each Employee who has made contributions under the Plan and who has not had such contributions refunded to him shall upon written request be furnished a statement each year indicating his contributions for the preceding year, the aggregate of his contributions in this Plan at the end of the preceding year, and the aggregate of his contributions, With Interest, to the end of the preceding year. Each Employee who is or could become eligible for a pension under this Plan shall upon written request be furnished a statement each year unless the amount of pension he earned during such year is not determinable, indicating the amount of pension, if any, that he earned during the preceding year under Section 4 of this Plan, as well as the amount of accumulated monthly pension, if any, that he earned under Section 4 of this Plan to the end of the preceding year. The information described in this Section 17.D may be provided in a combined statement.

E. Statements of Vested Benefits.

Each Employee who is separated from employment and who, according to the Administrator's records, is a Vested Employee, shall be furnished a statement within the time limits required by law setting forth his pension benefits under Section 6 of this Plan.

F. Payment of Expenses.

Reasonable expenses of the Plan, including indemnification under Section 12.H, may be paid from Plan assets, unless paid by an Employer. Each Employer is entitled to reimbursement of direct expenses properly and actually incurred in providing services to the Plan, in accordance with applicable provisions of ERISA.

G. Merger, Consolidation, or Spinoff.

In the case of any merger or consolidation of this Plan with, or the transfer of assets or liabilities to, any other plan, the terms of the merger, transfer, or consolidation shall be such that each Participant would (if this Plan then terminated) receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, transfer, or consolidation (if this Plan had then terminated).

H. Applicable Law.

The Plan will be construed, interpreted, and enforced according to the laws of Pennsylvania, to the extent such laws are not inconsistent with and preempted by ERISA.

I. Treatment of Military Service.

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

J. Limitations on Benefits in the Event of Liquidity Shortfall.

Notwithstanding any provisions of the Plan to the contrary, in the event the Plan has a liquidity shortfall within the meaning of Section 401(a)(32) of the Code, the Trustee shall, as directed by the Administrative Committee, cease payment during the period of such liquidity shortfall of (a) any payment in excess of the monthly amount payable under a single life annuity (plus any social security supplements described in Section 411(a)(9) of the Code) to any Employee or Beneficiary whose benefit commencement date occurs during such period, (b) any payment for the purchase of an irrevocable commitment from an insurer to pay benefits, or (c) any other payment specified in regulations promulgated under Section 401(a)(32) of the Code.

K. Limitations Based on Funded Status of the Plan

Notwithstanding any provision of the Plan to the contrary, the following provisions shall apply as required by Section 436 of the Code effective for Plan Years beginning on or after January 1, 2010:

1. Limitations Applicable if Plan's Adjusted Funding Target Attainment Percentage Is Less than 80%, but Not Less Than 60%. Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 80% (or would be less than 80% to the extent described in paragraph (b) below) but is not less than 60%, then the limitations set forth in this Section 17.K apply.
 - (a) 50% Limitation on Single Sum Payments, Other Accelerated Forms of Distribution, and Other Prohibited Payments. A Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, unless the present value of the portion of the benefit that is being paid in a prohibited payment does not exceed the lesser of:
 - (1) 50% of the present value of the benefit payable in the optional form of benefit that includes the prohibited payment; or
 - (2) 100% of the PBGC maximum benefit guarantee amount (as defined in Treasury regulations Section 1.436-1(d)(3)(iii)(C)).
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The limitation set forth in this subparagraph (i) does not apply to any payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the Participant.

If an optional form of benefit that is otherwise available under the terms of the Plan is not available to a Participant or Beneficiary as of the annuity starting date because of the application of the requirement of this subparagraph (i), the Participant or Beneficiary is permitted to elect to bifurcate the benefit into unrestricted and restricted portions (as described in Treasury regulations Section 1.436-1(d)(3)(iii)(D)). The Participant or Beneficiary may also elect any other optional form of benefit otherwise available under the Plan at that annuity starting date that would satisfy the 50%/PBGC maximum benefit guarantee amount limitation described in this paragraph (a), or may elect to defer the entire benefit in accordance with any general right defer commencement of benefits under the Plan.

(b) Plan Amendments Increasing Liability for Benefits . No amendment to the Plan that has the effect of increasing liabilities of the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual, or changing the rate at which benefits become nonforfeitable shall take effect in a Plan Year if the adjusted funding target attainment percentage for the Plan Year is:

(1) Less than 80%; or

(2) 80% or more, but would be less than 80% if the benefits attributable to the amendment were taken into account in determining the adjusted funding target attainment percentage.

The limitation set forth in this paragraph (b) does not apply to any Plan amendment that provides a benefit increase under a Plan formula that is not based on compensation, provided that the rate of such increase does not exceed the contemporaneous rate of increase in the average wages of Participants covered by the amendment.

2. Limitations Applicable if Plan's Adjusted Funding Target Attainment Percentage Is Less than 60% . Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 60% (or would be less than 60% to the extent described in paragraph (b) below), then the limitations in this subparagraph 2 apply.

(a) Single Sums, Other Accelerated Forms of Distribution, and Other Prohibited Payments Not Permitted . A Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment. The limitation set forth in this paragraph (a) does not

apply to any payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the Participant.

(b) Shutdown Benefits and Other Unpredictable Contingent Event Benefits Not Permitted to Be Paid. An unpredictable contingent event benefit with respect to an unpredictable contingent event occurring during a Plan Year shall not be paid if the adjusted funding target attainment percent for the Plan Year is:

(1) Less than 60%; or

(2) 60% or more, but would be less than 60% if the adjusted funding target attainment percentage were redetermined applying an actuarial assumption that the likelihood of occurrence of the unpredictable contingent event during the Plan Year is 100%.

(c) Benefit Accruals Frozen. Benefit accruals under the Plan shall cease as of the applicable section 436 measurement date. In addition, if the Plan is required to cease benefit accruals under this paragraph (c), then the Plan is not permitted to be amended in a manner that would increase the liabilities of the Plan by reason of an increase in benefits or establishment of new benefits.

3. Limitations Applicable if the Plan Sponsor Is in Bankruptcy. Notwithstanding any other provisions of the Plan, a Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefits that includes a prohibited payment with an annuity starting date that occurs during any period in which the Plan sponsor is a debtor in a case under Title 11 of the United States Code, or similar federal or state law, except for payments made within a Plan Year with an annuity starting date that occurs on or after the date on which the enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100%. IN addition, during such period in which the Plan sponsor is a debtor, the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, except for payments that occur on a date within a Plan Year that is on or after the date on which the enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100%. The limitation set forth in this subparagraph 3 does not apply to any payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the Participant.

4. Provisions Applicable after Limitations Cease to Apply.

(a) Resumption of Prohibited Payments. If a limitation on prohibited payments under subparagraphs 1(a), 2(a), or 3 applied to the Plan as of a section 436 measurement date, but that limit no longer applies to the Plan as of a later section 436 measurement date, then that limitation does not apply to benefits with annuity starting dates that are on or after that later section 436 measurement date.

- (b) Resumption of Benefit Accruals. If a limitation on benefit accruals under subparagraph 2(c) applied to the Plan as of a section 436 measurement date, but that limitation no longer applies to the Plan as of a later section 436 measurement date, then benefit accruals shall resume prospectively and that limitation does not apply to benefit accruals that are based on service on or after that later section 436 measurement date, except as otherwise provided under the Plan. The Plan shall comply with the rules relating to partial years of participation and the prohibition on double proration under Department of Labor regulations Sections 2530.204-2(c) and 2530.204-2(d).
 - (c) Shutdown and Other Unpredictable Contingent Event Benefits. If an unpredictable contingent event benefit with respect to an unpredictable contingent event that occurs during the Plan Year is not permitted to be paid after the occurrence of the event because of the limitation of subparagraph 2(b) above, but is permitted to be paid later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Treasury regulations Section 1.436-1(g)(5)(ii)(B)), then that unpredictable contingent event benefit shall be paid, retroactive to the period that benefit would have been payable under the terms of the Plan (determined without regard to subparagraph 2(b) above). If the unpredictable contingent event benefit does not become payable during the Plan Year in accordance with the preceding sentence, then the Plan is treated as if it does not provide for that benefit and, thus, no unpredictable contingent event benefit shall be payable.
 - (d) Treatment of Plan Amendments that Do Not Take Effect. If a Plan amendment does not take effect as of the effective date of the amendment because of the limitation of subparagraphs 1(b) or 2(c), but is permitted to take effect later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Treasury regulations Section 1.4346-1(g)(5)(ii)(C)), then the Plan amendment must automatically take effect as of the first day of the Plan Year (or, if later, the original effective date of the amendment). If the Plan amendment cannot take effect during the same Plan Year, then it shall be treated as if it were never adopted, unless the Plan amendment provides otherwise.
5. Notice Requirement. The Administrative Committee, as the Plan administrator, shall comply with ERISA Section 101(j) regarding the requirement that the Plan administrator provide a written notice to Participants and Beneficiaries within 30 days after certain specified dates if the Plan has become subject to a limitation described in subparagraphs 1(a), 2, or 3 above.
6. Methods to Avoid or Terminate Benefit Limitations. Curtiss-Wright Corporation, as the Plan sponsor, shall comply with Code Sections 436(b)(2), (c)(2), (e)(2), and (f), and Treasury regulations Section 1.436-1(f), regarding employer contributions and
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other methods to avoid or terminate the application of the limitations set forth in subparagraphs 1 through 3 above for a Plan Year. In general, the methods a Plan sponsor may use to avoid or terminate one or more of the benefit limitations under subparagraphs 1 through 3 above for a Plan Year include employer contributions and elections to increase the amount of Plan assets which are taken into account in determining the adjusted funding target attainment percentage, making an employer contribution that is specifically designated as a current year contribution that is made to avoid or termination application of certain of the benefit limitations, or providing security to the Plan.

7. Special Rules.

(a) Rules of Operation for Periods Prior to and after Certification of Plan's Adjusted Funding Target Attainment Percentage.

(1) In General. Code Section 436 and Treasury regulations Section 1.436-1(h) set forth a series of presumptions that apply for purposes of this Section 17.K:

- (i) Before the enrolled actuary issues a certification of the Plan's adjusted funding target attainment percentage for the Plan Year; and
- (ii) If the enrolled actuary does not issue a certification of the Plan's adjusted funding target attainment percentage for the Plan Year before the first day of the tenth month of the Plan Year (or if the enrolled actuary issues a range certification for the Plan Year pursuant to Treasury regulations Section 1.436-1(h)(4)(ii) but does not issue a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year).

For any period during which a presumption under Code Section 436(h) and Treasury regulations Section 1.436-1(h) applies to the Plan, the limitations under subparagraphs 1 through 3 above are applied to the Plan as if the adjusted funding target attainment percentage for the Plan Year were the presumed adjusted funding target attainment percentage determined under the rules of Code Section 436(h) and Treasury regulations Section 1.436-1(h)(1), (2), or (3). These presumptions are set forth in subparagraphs (2) through (4) below.

(2) Presumption of Continued Underfunding Beginning First Day of Plan Year. If a limitation under subparagraphs 1, 2, or 3 above applied to the Plan on the last day of the preceding Plan Year, then, commencing on the first day of the current Plan Year and continuing until the enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year,

or, if earlier, the date subparagraphs (3) or (4) below apply to the Plan:

- (i) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the adjusted funding target attainment percentage in effect on the last day of the preceding Plan Year; and
 - (ii) the first day of the current Plan Year is a section 436 measurement date.
- (3) Presumption of Underfunding Beginning First Day of Fourth Month. If the enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the fourth month of the Plan Year and the Plan's adjusted funding target attainment percentage for the preceding Plan Year was either at least 60% but less than 70%, or at least 80% but less than 90%, or is described in Treasury regulations Section 1.436-1(h)(2)(ii), then, commencing on the first day of the fourth month of the current Plan Year and continuing until the enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date subparagraph (4) below applies to the Plan:
- (i) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the Plan's adjusted funding target attainment percentage for the preceding Plan Year reduced by 10 percentage points; and
 - (ii) The first day of the fourth month of the current Plan Year is a section 436 measurement date.
- (4) Presumption of Underfunding on and after First Day of Tenth Month. If the enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the tenth month of the Plan Year (or if the enrolled actuary has issued a range certification for the Plan Year pursuant to Treasury regulations Section 1.436-1(h)(4)(ii) but has not issued a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year), then, commencing on the first day of the tenth month of the current Plan Year and continuing through the end of the Plan Year:
- (i) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be less than 60%; and
 - (ii) The first day of the tenth month of the current Plan Year is a section 436 measurement date.
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(b) New Plans, Plan Termination, Certain Frozen Plans, and Other Special Rules.

- (1) First Five Plan Years. The limitations in subparagraphs 1(b), 2(b), and 2(c) do not apply to a new plan for the first five Plan Year of the plan, determined under the rules of Code Section 436(i) and Treasury regulations Section 1.436-1(a)(3)(i).
- (2) Plan Termination. The limitations on prohibited payments in subparagraphs 1(a), 2(a), and 3 do not apply to prohibited payments that are made to carry out the termination of the Plan in accordance with applicable law. Any other limitations under this Section 17.K do not cease to apply as a result of termination of the Plan.
- (3) Exception to Limitations on Prohibited Payments under Certain Frozen Plans. The limitations on prohibited payments set forth in subparagraphs 1(a), 2(a), and 3 do not apply for a Plan Year if the terms of the Plan, as in effect for the period beginning on September 1, 2005, and continuing through the end of the Plan Year, provide for no benefit accruals with respect to any Participant. This subparagraph (3) shall cease to apply as of the date any benefits accrue under the Plan or the date on which a Plan amendment that increases benefits takes effect.
- (4) Special Rules Relating to Unpredictable Contingent Event Benefits and Plan Amendments Increasing Benefit Liability. During any period in which none of the presumptions under subparagraph 7(a) apply to the Plan and the enrolled actuary has not yet issued a certification of the Plan's adjusted funding target attainment percentage for the Plan Year, the limitations under subparagraphs 1(b) and 2(b) shall be based on the inclusive presumed adjusted funding target attainment percentage for the Plan, calculated in accordance with the rules of Treasury regulations Section 1.436-1(g)(2)(iii).

(c) Special Rules under Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010 ("PRA 2010").

- (1) Payments under Social Security Leveling Options. For purposes of determining whether the limitations under subparagraphs 1(a) or 2(a) apply to payments under a Social Security leveling option, within the meaning of Code Section 436(j)(3)(C)(i), the adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years" under Code Section 436(j)(3) and any Treasury regulations or other published guidance thereunder issued by the Internal Revenue Service.
 - (2) Limitation on Benefit Accruals. For purposes of determining whether the accrual limitation under subparagraph 2(c) applies to the Plan, the adjusted funding target attainment percentage for a Plan Year
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shall be determined in accordance with the "Special Rule for Certain Years" under Code Section 436(j)(3) (except as provided under Section 203(b) of PRA 2010, if applicable).

- (d) Interpretation of Provisions. The limitations imposed by this Section 17.K shall be interpreted and administered in accordance with Code Section 436 and Treasury regulations under Section 1.436-1.
8. Definitions. The definitions in the following Treasury regulations apply for purposes of subparagraphs 1 through 7.
- (a) Section 1.436-1(j)(1), defining adjusted funding target attainment percentage;
 - (b) Section 1.436-1(j)(2), defining annuity starting date;
 - (c) Section 1.436-1(j)(6), defining prohibited payment;
 - (d) Section 1.436-1(j)(8), defining section 436 measurement date; and
 - (e) Section 1.436-1(j)(9), defining an unpredictable contingent event and an unpredictable contingent event benefit.
9. Effective Date. The rules in this Section 17.K are effective for Plan Years beginning after December 31, 2009. The requirements of Code Section 436 are hereby incorporated by reference in the Plan for earlier Plan Years beginning after December 31, 2007.

L. Trust Fund Applicable Only to Payment of Benefits

The Trust Fund will be used and applied only in accordance with the provisions of the Plan, to provide the benefits thereof, except as provided in Section 17.F regarding payment of reasonable expenses, and no part of the corpus or income of the Trust Fund will be used for, or diverted to, purposes other than for the exclusive benefit of Participants and other persons entitled to benefits under the Plan. A Participant or any other person shall have no right to any benefit, payment or other amount (including any additional amount or increase on account of a delay in distribution(s) or any other reason) from the Plan except as expressly provided by the Plan. A Participant or any other person receiving any amount to which he was not entitled under the terms of the Plan shall be liable to the Plan for such amount and shall pay such amount to the Plan immediately upon becoming aware that he was not entitled to such amount.

SECTION 18 - AMENDMENT AND TERMINATION

- A. While the Company expects and intends to continue the Plan indefinitely, it reserves the right, acting by written resolution of the Board (or its duly authorized delegates), at any time and from time to time, to amend, in whole or in part, any or all of the provisions of the Plan, to discontinue contributions to the Plan, or to terminate the Plan. The Administrative Committee (or its duly authorized delegate) may also adopt certain Plan amendments in accordance with Section 12.B.2. Notwithstanding the above, no part of the assets of the Plan shall, by reason of any amendment, discontinuance, or termination, be used for or diverted to purposes other than for the exclusive benefit of the Participants and their Beneficiaries under the Plan, unless and until all liabilities of the Plan have been satisfied, in which case any remaining assets may revert to the Company. In addition, (i) no amendment, discontinuance, or termination shall eliminate or reduce benefits that have already accrued that are protected under Section 411(d)(6) of the Code, and (ii) if the vesting schedule of the Plan is amended, in the case of an Employee who is a Participant as of the later of the date such amendment is adopted or the date it becomes effective, the nonforfeitable percentage (determined as of such date) of such Employee's benefit will not be less than the percentage computed under the Plan without regard to such amendment.
- B. If the Plan is terminated, or partially terminated, the rights of affected Participants to benefits accrued under the Plan shall be nonforfeitable to the extent funded. The funds held by the Trustee or Trustees and/or insurance company or companies shall be applied to provide pensions for Participants and beneficiaries, in the following order of priority:
1. First, to that portion of each individual's accrued benefit which is derived from the Participant's contributions.
 2. Second, in the case of benefits payable under this Plan as an annuity --
 - (a) in the case of the benefit of a Participant or Beneficiary who was receiving a benefit as of the beginning of the 3 year period ending on the termination date of this Plan, to each such benefit, based on the provisions of this Plan (as in effect during the 5 year period ending on such date) under which such benefit would be the least,
 - (b) in the case of the benefit of a Participant or Beneficiary (other than a benefit described in Section 18.B.2(a) above) which would have at any time, been paid as of the beginning of such 3 year period if the Participant had retired prior to the beginning of such 3 year period and if his benefits had commenced (in the normal form of distribution) as of the beginning of such period, to each such benefit based on the provisions of this Plan (as in effect during the 5 year period ending on such date) under which such benefit would be the least.
 3. Third, to all other benefits under this Plan guaranteed under Title IV of ERISA, as provided in Section 4044(a)(4) thereof
 4. Fourth, to all other nonforfeitable benefits under this Plan.
 5. Fifth, to all other benefits under this Plan.
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The amounts allocated with respect to any benefit under any paragraph above shall be properly adjusted for any allocation of assets with respect to that benefit under a prior paragraph.

If the assets available for allocation under any paragraph of this Section 18.B are insufficient to satisfy in full the benefits of all individuals entitled thereto, the assets shall be allocated as provided in Section 4044 of ERISA and any regulations issued thereunder.

- C. In the event the Plan terminates, the benefit of any Highly Compensated Employee is limited to a benefit that is nondiscriminatory under Section 401(a)(4) of the Code. Benefits distributed to any of the 25 most Highly Compensated Employees are restricted such that the annual pension payments are no greater than an amount equal to the payment that would be made on behalf of the Pensioner under a single life annuity that is the Actuarial Equivalent of the sum of the Pensioner's accrued benefit and the Pensioner's other benefits under the Plan. The preceding sentence shall not apply if: (1) after payment of the benefit to a Pensioner described in the preceding sentence, the value of Plan assets equals or exceeds 110% of the value of current Plan liabilities, as defined in Section 412(l)(7) of the Code; or (2) the value of the benefits for a Pensioner so described is less than 1% of the value of current Plan liabilities.
- D. If the Plan's vesting schedule is amended, or the Plan is amended in any way that directly or indirectly affects the computation of the nonforfeitable percentage of a Participant's benefits, or if the Plan is deemed amended by an automatic change to or from a top-heavy vesting schedule, each Participant with at least three years of Eligibility Service may elect, within a reasonable period after the adoption of the amendment or change, to have the nonforfeitable percentage computed without regard to such amendment or change.

SECTION 19 - FLAT RATE METHOD FOR 1994

- A. The accumulated pension under the Flat Rate method for Employees who retire during the calendar year 1994 shall be the sum of 1. and 2. below.
 - 1. If the Employee elected to make contributions when he was first eligible to do so, his Flat Rate method monthly pension amount for all Credited Service accumulated prior to the first date such an election could have been effective, and his Flat Rate method monthly pension amount for any period of Credited Service during which he elected to contribute, shall be based on the Final Average Compensation Schedule in Section B below.
 - 2. If the Employee elected not to make contributions when he was first eligible to do so, his Flat Rate method monthly pension amount for all Credited Service accumulated prior to the first date such an election could have been effective, and his Flat Rate method monthly pension amount for any period of Credited Service during which he elected not to contribute, shall be equal to the product of \$13.00 times the applicable years of Credited Service.
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B. Final Average Compensation Schedule

Final Average Compensation		Monthly Pension for Each Year of Credited Service
Over	Up to	
	\$27,750	\$23.50
\$27,750	28,050	23.75
28,050	28,350	24.00
28,350	28,650	24.25
28,650	28,950	24.50
28,950	29,250	24.75
29,250	29,550	25.00
29,550	29,850	25.25
29,850	30,150	25.50
30,150	30,450	25.75
30,450	30,750	26.00
30,750	31,050	26.25
31,050	31,350	26.50
31,350	31,650	26.75
31,650	31,950	27.00
31,950	32,250	27.25
32,250	32,550	27.50
32,550	32,850	27.75
32,850	33,150	28.00
33,150	33,450	28.25
33,450	33,750	28.50
33,750	34,050	28.75
34,050		29.00

For the purposes of the above schedule, an Employee's Final Average Compensation shall be the average of his Compensation for the three (3) calendar years in which such Compensation was highest during the last ten (10) calendar years immediately preceding the last year in which he accrued Eligibility Service.

C. For purposes of this Section 19, "Compensation" means Compensation as defined in Section 1.11 except that in no event shall the Compensation used for determining Final Average Compensation for any calendar year be less than the following:

1. For a Salaried Employee, the base salary rate on December 1 of the preceding year plus any cost-of-living adjustments made in the Employee's base salary rate up through the January next following such December 1, multiplied by 52, if the Employee is paid weekly, or multiplied by 12, if the Employee is paid monthly; or

2. For an Hourly-Paid Employee, the average earned rate for the calendar quarter ending September 30 of the preceding year plus any cost-of-living adjustments made in the Employee's pay rate up through the January next following such September 30, multiplied by 2,080.

For any calendar year in which a Salaried Employee did not have a base salary rate on December 1, the last base salary rate in effect prior to such December 1 shall be used for that year provided, however, that if the Employee accrued Eligibility Service in such year, the base salary rate so used shall be increased to include any general or cost-of-living increases granted up to the earlier of the end of the January next following such December 1 or the date on which the Employee ceased to accrue Eligibility Service.

For any calendar year in which an Hourly-Paid Employee did not have an average earned rate for the calendar quarter ending September 30, the last calendar quarter preceding such quarter for which an average earned rate was determined shall be used for that year provided, however, that if the Employee accrued Eligibility Service in such year, such average earned rate so used shall be increased to include any general or cost-of-living increases granted up to the earlier of the end of the January next following such third calendar quarter or the date on which the Employee ceased to accrue Eligibility Service.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its authorized officer to be effective as of the _____ day of _____, 2015.

CURTISS-WRIGHT CORPORATION

By: _____

APPENDIX A - TOP HEAVY PROVISIONS

The following special provisions shall apply to determine if the Plan is a Top Heavy Plan as to any Employer that has adopted this Plan, in accordance with Section 416 of the Code and any special rule that will apply based on such status. In the event that the provisions contained in this Appendix A are inconsistent with the terms contained in the remainder of the Plan as adopted by such Employer then, for the Employees employed by such Employer, the provisions contained in this Appendix A shall take precedence.

1. Definitions.

- A. "Applicable Determination Date" means the last day of the later of the first Plan Year or the preceding Plan Year.
 - B. "Top-Heavy Ratio" means the ratio of (A) the present value of the cumulative accrued benefits under the Plan for key employees to (B) the present value of the cumulative accrued benefits under the Plan for all key employees and non-key employees; provided, however, that if an individual has not performed services for the Employer at any time during the one-year period ending on the applicable determination date, any accrued benefit for such individual (and the account of such individual) shall not be taken into account; and provided further, that the present values of accrued benefits under the Plan for an employee as of the applicable determination date shall be increased by the distributions made with respect to the employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the 1-year period (5-year period in the case of a distribution made for a reason other than severance from employment, death, or disability) ending on the applicable determination date and any distributions made with respect to the employee under a terminated plan which, had it not been terminated, would have been in the required aggregation group.
 - C. "Applicable Valuation Date" means the date within the preceding Plan Year as of which annual Plan costs are or would be computed for minimum funding purposes.
 - D. "Key Employee" means any employee or former employee (including any deceased employee) who at any time during the Plan Year that includes the Applicable Determination Date was an officer of an Employer or an Affiliated Entity having remuneration greater than \$130,000 (as adjusted under Section 416(i)(1) of the Code for Plan Years beginning after December 31, 2002), a 5% owner (as defined in Section 416(i)(1)(B)(i) of the Code) of an Employer or an Affiliated Entity, or a 1% owner (as defined in Section 416(i)(1)(B)(ii) of the Code) of an Employer or an Affiliated Entity) having remuneration greater than \$150,000. The determination of who is a Key Employee shall be made in accordance with Section 416(i) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.
 - E. "Non-Key Employee" means any employee who is not a key employee.
 - F. "Average Remuneration" means the average annual remuneration (as defined in Appendix B) of a Member for the five consecutive years of his Eligibility Service after December 31, 1983 during which he received the greatest aggregate remuneration, as limited by Section 401(a)(17) of the Code, from the Employer or an Affiliated Entity, excluding any remuneration for service after the last Plan Year with respect to which the Plan is Top-Heavy.
 - G. "Required Aggregation Group" means each other qualified plan of the Employer or an Affiliated Entity in which at least one key employee participates or participated at any time during the Plan Year containing the Applicable Determination Date or
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any of the four preceding Plan Years (regardless of whether the plan has terminated) and any other qualified plan of the Employer or an Affiliated Entity which enables the Plan to meet the requirements of Section 401(a)(4) or 410 of the Code.

- H. "Permissive Aggregation Group" means each plan in the required aggregation group and any other qualified plan(s) of the Employer or an Affiliated Entity in which all members are Non-Key Employees, if the resulting aggregation group continues to meet the requirements of Sections 401(a)(4) and 410 of the Code.

2. Determination of Top-Heavy Status.

For purposes of this Appendix A, the Plan shall be "Top-Heavy" with respect to any Plan Year if as of the Applicable Determination Date the Top-Heavy Ratio exceeds 60%. The Top-Heavy Ratio shall be determined as of the Applicable Valuation Date in accordance with Section 416(g)(3),(4)(B) of the Code on the basis of the 1983 GAM Mortality Table and an interest rate of 7% per year compounded annually. For purposes of determining whether the Plan is Top-Heavy, the present value of accrued benefits under the Plan will be combined with the present value of accrued benefits or account balances under each other plan in the Required Aggregation Group, and, in the Employer's discretion, may be combined with the present value of accrued benefits or account balances under any other qualified plan(s) in the Permissive Aggregation Group. The accrued benefit of a Non-Key employee under the Plan or any other defined benefit plan in the aggregation group shall be determined (i) under the method, if any, that uniformly applies for accrual purposes under all plans maintained by the Employer or an Affiliated Entity, or (ii) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule described in Section 411(b)(1)(C) of the Code.

3. Special Top-Heavy Provisions.

The following provisions shall be applicable to Members for any Plan Year with respect to which the Plan is Top-Heavy:

- A. In lieu of the vesting requirements specified in Section 1.47, any Employee who has completed 3 years of Eligibility Service shall be fully vested in, and have a nonforfeitable right to, his accrued benefit determined in accordance with the provisions of Section 4 and paragraph 3.B below.
- B. The accrued benefit of an Employee who is a Non-Key Employee shall not be less than 2% of his Average Remuneration multiplied by the number of years of his Eligibility Service, not in excess of 10, during the Plan Years for which the Plan is Top-Heavy. For purposes of the preceding sentence, years of Eligibility Service shall be disregarded to the extent that such years of Eligibility Service occur during a Plan Year when the Plan benefits (within the meaning of Section 410(b) of the Code) no Key Employee or former Key Employee. That minimum benefit shall be payable at a Employee's Normal Retirement Date. If payments commence at a time other than the Employee's Normal Retirement Date, the minimum accrued benefit shall be the Actuarial Equivalent of that minimum benefit. An Employee who is a Non-Key Employee shall be entitled to accrue a minimum benefit under this paragraph 3.B. regardless of the Employee's level of compensation and regardless of whether
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the Employee declined to make mandatory contributions; provided, however, that a part-time Employee or Casual Employee who is regularly scheduled to work less than 24 hours per week shall only accrue a benefit under this paragraph 3.B. if he completes at least 1,000 hours in the applicable accrual computation period.

- C. If the Plan is Top-Heavy with respect to a Plan Year and ceases to be Top-Heavy for a subsequent Plan Year, the following provisions shall be applicable:
- (i) The accrued benefit in any such subsequent Plan Year shall not be less than the minimum accrued benefit provided in paragraph C.3 above, computed as of the end of the most recent Plan Year for which the Plan was top-heavy.
 - (ii) If an Employee has completed three years of Eligibility Service on or before the last day of the most recent Plan Year for which the Plan was Top-Heavy, the vesting provision set forth in paragraph 3.A above shall continue to be applicable.

APPENDIX B - SECTION 415 LIMITATIONS

In the event the provisions contained in this Appendix B are inconsistent with the terms contained in the remainder of the Plan, the provisions of this Appendix B shall take precedence.

1. Subject to the following provisions of this Appendix B and to the limitations set forth in Section 415 of the Code and any regulations or rulings thereunder, and notwithstanding any provision of the Plan to the contrary, the maximum annual pension payable to an Employee under the Plan in the form of a single life annuity, when added to any pension attributable to contributions of the Employer or an Affiliated Entity provided to the Employee under any other qualified defined benefit plan, shall be equal to the lesser of:
- (i) the dollar limitation described in Section 415(b)(1)(A) of the Code, as in effect for such Limitation Year, taking account any adjustments made pursuant to Section 415(d)(1)(A) of the Code, or
 - (ii) the Participant's average annual remuneration during the 3 consecutive calendar years of his service with the Employer or Affiliated Entity affording the highest such average, or during all of the years of such service if less than 3 years.

The term "remuneration" with respect to any Employee shall mean the his wages, salaries, and other amounts paid in respect of such Employee by the Employer or an Affiliated Entity for personal services actually rendered and shall include, but not by way of limitation, bonuses, overtime payments, and commissions and shall exclude deferred compensation, stock options, and other distributions which receive special tax benefits under the Code. Remuneration shall also include (i) any elective deferral, as defined in Section 402(g) of the Code and (ii) any amount contributed by the Employer at the election of the Employee that is not includible in the gross income of the employee by reason of Sections 125, 132(f), or 457 of the Code.

Effective January 1, 2008, remuneration shall also include amounts required to be recognized under the provisions of Section 1.415(c)-2(e) of the Income Tax Regulations and amounts permitted to be recognized under the provisions of Section 1.415(c)-2(e)(2) and (3) of the Income Tax Regulations. Remuneration shall not exceed the limitation on compensation under Section 401(a)(17) of the Code.

2. In the case of an Employee whose benefits have not yet commenced, the benefit payable to an Employee's Spouse under a qualified joint and survivor annuity or under a qualified preretirement survivor annuity shall be subject to the dollar limitation which would apply if the benefits were payable to the Employee in the form of a life annuity. The amount of the benefit payable to the Spouse, and which is subject to the preceding sentence, shall be computed from the Employee's before application of this subsection.
3. If an Employee's benefit is payable neither as a life annuity nor as a qualified joint and survivor annuity with the Employee's Spouse as Beneficiary, the maximum limitation shall be the Actuarial Equivalent of the maximum limitation otherwise applicable. The Actuarial Equivalent for purposes of this subsection shall be determined in accordance with Section 415(b) of the Code and the regulations or rulings issued thereunder and using the Plan's early retirement, late retirement or optional benefit factors as appropriate, or, if less, using factors calculated from the mortality table specified in Section 1.1, if applicable, and (i) with respect to an adjustment for certain forms of benefit under Section 415(b)(2)(B) of the Code, the interest rate specified in Section 1.1, if the pension is subject to the provisions of Section 417(e)(3) of the Code or 5% otherwise; and (ii) with respect to any other adjustment for commencement of benefits before age 62 or after age 65, required under Section 415(b)(2)(C) or (D) of the Code, an interest rate of 5%.

Notwithstanding the foregoing, effective January 1, 2004, Actuarial Equivalent value for purposes of determining the adjustment for optional forms of payment under this subsection shall be determined in accordance with Section 415(b) of the Code and the regulations or rulings issued thereunder and using the Plan's optional form of payment factors, or, if less, using factors calculated from the IRS Mortality Table, if applicable, and either:

- (A) if the benefit is not subject to the provisions of Section 417(e)(3) of the Code, an interest rate of 5 percent, or
- (B) if the benefit is subject to the provisions of Section 417(e)(3) of the Code:
 - (1) an interest rate of 5.5 percent for distributions made in Plan Years beginning in 2004 and 2005; and
 - (2) the IRS Interest Rate for distributions made in Plan Years beginning in 2006 or any subsequent Plan Year.

However, in the case of an Employee or Beneficiary whose benefit commencement date occurs during calendar year 2004, the amount payable under any form of payment subject to the provisions of Section 417(e)(3) of the Code and subject to adjustment under the preceding sentence shall not be less than the amount that would have been payable had the amount payable been determined using the IRS Interest Rate in effect on December 31, 2003.

APPENDIX C - HISTORICAL FORMULAS

The purpose of this Appendix C is to provide a brief outline of how monthly pension amounts were accrued through December 31, 1993 under the Predecessor Plan (and those plans, including the GESCO Plan, from which the Predecessor Plan received a transfer of assets and liabilities). More specific details for any particular year can be found in the Plan document which was in effect at that time.

Prior to January 1, 1992, the Plan consisted of a Basic Portion and a Supplemental Portion. All Employees earned benefits under the Basic Portion. Only Employees who were hired before January 1, 1980 and who became Salaried Employees by August 1, 1985 were eligible to participate in the Supplemental Portion (hereinafter referred to as Pre-1980 Salaried Employees).

Under the Basic Portion of the Plan, monthly pension amounts were determined using two different methods -- the Career Accumulation method and the Final Average Compensation Method. An Employee's accrued pension under the Basic Portion was the larger of these two amounts. Any pension accrued under the Supplemental Portion of the Plan was then added to this amount to arrive at an Employee's total monthly accrued pension.

When the Plan was restructured effective January 1, 1992, the benefits earned as of December 31, 1991 under the Basic and Supplemental Portions were combined to form a new Career Accumulation base. This Appendix C includes the tables and formulas that were used to determine accrued pension amounts under the Basic and Supplemental Portions of the Plan through December 31, 1991. Also included are the Career Accumulation formulas and the FAC formulas for the period January 1, 1992 through December 31, 1993.

A. Basic Portion -- Career Accumulation Method

An Employee's accrued pension under this method is the sum of amounts from A.1 through A.11 below, where applicable.

Monthly Pensions for Calendar Years Through 12/31/82

An Employee's position on all of the tables shown in A.3 through A.7 below for any calendar year was determined by the third quarter average earned rate from the previous year for Hourly-Paid Employees and by the December 1 rate of pay from the previous year for Salaried Employees.

	<u>Years</u>	<u>Hourly Rate</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>	<u>Monthly Pension</u>
A.1	Prior to 1967	All	All	All	\$6.00

A.2	1967 through 1971	All	All	All	\$8.00
A.3	1972	Up to \$4.50	Up to \$180	Up to \$783	\$8.00
		\$4.50 & over	\$180 & over	\$783 & over	8.50
A.4	1973, 1974, 1975	Up to \$4.50	Up to \$180	Up to \$783	\$8.00
		\$4.50 to 4.75	\$180 to 190	\$783 to 826	8.50
		4.75 to 5.00	190 to 200	826 to 870	9.00
		5.00 to 5.25	200 to 210	870 to 913	9.50
		5.25 & over	210 & over	913 & over	10.00
A.5	1976, 1977, 1978	Up to \$4.50	Up to \$180	Up to \$783	\$8.00
		\$4.50 to 4.75	\$180 to 190	\$783 to 826	8.50
		4.75 to 5.00	190 to 200	826 to 870	9.00
		5.00 to 5.25	200 to 210	870 to 913	9.50
		5.25 to 5.50	210 to 220	913 to 957	10.00
		5.50 to 5.75	220 to 230	957 to 1000	10.50
		5.75 to 6.00	230 to 240	1000 to 1044	11.00
		6.00 to 6.25	240 to 250	1044 to 1087	11.50
		6.25 & over	250 & over	1087 & over	12.00
A.6	1979	Up to \$4.50	Up to \$180	Up to \$783	\$8.00
		\$4.50 to 4.75	\$180 to 190	\$783 to 826	8.50
		4.75 to 5.00	190 to 200	826 to 870	9.00
		5.00 to 5.25	200 to 210	870 to 913	9.50
		5.25 to 5.50	210 to 220	913 to 957	10.00
		5.50 to 5.75	220 to 230	957 to 1000	10.50
		5.75 to 6.00	230 to 240	1000 to 1044	11.00
		6.00 to 6.25	240 to 250	1044 to 1087	11.50
		6.25 to 6.50	250 to 260	1087 to 1131	12.00
		6.50 to 6.75	260 to 270	1131 to 1174	12.50
		6.75 to 7.00	270 to 280	1174 to 1218	13.00
		7.00 to 7.25	280 to 290	1218 to 1261	13.50
		7.25 & over	290 & over	1261 & over	14.00

A.7 Prior to 1980, the Basic Portion was noncontributory for all Employees. For the period from January 1, 1980 through December 31, 1982, all nonrepresented Employees and some represented Employees had an option to contribute under the Basic Portion. Certain other represented Employees did not have the option to contribute.

For the years 1980, 1981 and 1982, the table shown above in paragraph A.6 for the year 1979 remained in effect both for those who did not have an option to contribute and for those who were hired prior to January 1, 1980 who had an option to contribute but who chose not to do so. Those who were hired between January 1, 1980 and December 31, 1982 who had an option to contribute but chose not to do so did not accrue any benefits.

For those who were hired Prior to January 1, 1980 who elected to contribute, the following table applied for the years 1980, 1981 and 1982:

		Hourly Rate	Weekly Rate	Monthly Rate	Monthly Pension
		Up to \$4.95	Up to \$198	Up to \$858	\$9.50
		\$4.95 to 5.25	\$190 to 210	\$858 to 910	10.00
		5.25 to 5.55	210 to 222	910 to 962	10.50
		5.55 to 5.85	222 to 234	962 to 1014	11.00
		5.85 to 6.15	234 to 246	1014 to 1066	11.50
		6.15 to 6.45	246 to 258	1066 to 1118	12.00
		6.45 to 6.75	258 to 270	1118 to 1170	13.15
		Increasing by \$0.30 without Limit	Increasing by \$12 without Limit	Increasing by \$52 without Limit	Increasing by \$1.15 without Limit for Hourly-Paid Employees
					Increasing by \$1.15 to a maximum of \$21.20 for Salaried Employees

For those who were hired on or after January 1, 1980 who elected to contribute, the following table applied for the years 1980, 1981 and 1982:

		Hourly Rate	Weekly Rate	Monthly Rate	Monthly Pension
		Up to \$4.95	Up to \$198	Up to \$858	\$10.80
		\$4.95 to 5.25	\$190 to 210	\$858 to 910	11.95
		Increasing by \$0.30 without Limit	Increasing by \$12 without Limit	Increasing by \$52 without Limit	Increasing by \$1.15 without Limit

A.8 Past Service Update Effective 12/31/82:

On December 31, 1982, the sum of all monthly amounts earned in A.1 through A.7 above was increased by 25%, plus \$4.17.

A.9 Monthly Pensions for Calendar Years from 1/1/83 Through 12/31/91:

For those Employees who elected to contribute during the period January 1, 1983 through December 31, 1991, the pension amounts were based on various formulas which were applied to total compensation received during each calendar year, with an overall minimum of \$15 per year of Credited Service. The following were the formulas:

a. For calendar years 1983 through 1988:

1/12 of 1.30% of total compensation up to \$14,700, plus 2.4% of total compensation in excess of \$14,700.

For Pre-1980 Salaried Employees, the following maximums applied for the indicated years:

1983	\$28.23
1984 and 1985	\$33.03
1986	\$36.63
1987 and 1988	\$39.03

b. For calendar years 1989 through 1991:

1/12 of 1.75% of total compensation up to \$14,700, plus 2.2% of total compensation in excess of \$14,700.

If the Employee had 35 or more years of Credited Service at the beginning of the calendar year, the formula was 1/12 of 1.75% of total compensation.

For Pre-1980 Salaried Employees, the maximums were:

\$40.00 for less than 35 years of Credited Service
\$36.20 for 35 or more years of Credited Service

A.10 Monthly Pensions for Non-Contributors from 1/1/80 Through 12/31/91:

Those who were hired between January 1, 1980 and December 31, 1982 who had an option to contribute but chose not to do so were granted a monthly pension of \$14 times Credited Service accumulated to December 31, 1982. The Past Service Update effective December 31, 1982 did not apply to this group.

A.11 From January 1, 1983 through December 31, 1991, all Employees had the option to contribute under the Basic Portion. For any year in which an Employee elected not to contribute, the accrued monthly pension was \$15 times Credited Service accumulated during that year.

B. **Basic Portion -- Final Average Compensation (FAC) Method:**

As of December 31, 1991, an Employee's accrued pension under this method is the monthly pension amount from the following schedule times years of Credited Service as a contributor. Prior to December 31, 1991, there were different FAC schedules in effect; refer to earlier Plan documents to determine accrued pensions under this method before December 31, 1991.

FAC Schedule at 12/31/91:

Note: If an Employee elected to contribute when first eligible, the Employee is treated as a contributor for all previous years.

Final Average Compensation <u>Over</u>	<u>Up to</u>	Monthly Pension for Each Year of Credited Service
	\$24,750	\$21.00
24,750	25,050	21.25
25,050	25,350	21.50
25,350	25,650	21.75
25,650	25,950	22.00
25,950	26,250	22.25
26,250	26,550	22.50
26,550	26,850	22.75
26,850	27,150	23.00
27,150	27,450	23.25
27,450	27,750	23.50
27,750	28,050	23.75
28,050	28,350	24.00
28,350	28,650	24.25
28,650	28,950	24.50
28,950	29,250	24.75
29,250	29,550	25.00
29,550	29,850	25.25
29,850	30,150	25.50
30,150	30,450	25.75
30,450	30,750	26.00
30,750	31,050	26.25
31,050	31,350	26.50
31,350	31,650	26.75
31,650		27.00

Monthly Pensions for Non-Contributors

For any year during which an Employee was considered a non-contributor, the FAC pension amount is \$13 times the Credited Service accumulated in that year.

C. Supplemental Portion:

Under the Supplemental Portion of the Plan, monthly pensions were based on earnings class numbers from the inception of the Plan through December 31, 1988. From January 1, 1989 through December 31, 1991, pensions were determined by a formula based on total compensation.

An Employee's accrued pension is the sum of amounts from C.1 through C.3, where applicable.

C. 1 Monthly Pensions for Calendar Years Through 12/31/88:

For each full year of service prior to January 1, 1989, an Employee who contributed to the Supplemental Portion earned a monthly pension amount equal to the earnings class number multiplied by one dollar and five cents (\$1.05). The following is a summary of the schedules that were used to determine earnings class numbers since the inception of the Plan.

Earnings Class Number	Monthly Pay Range in Indicated Years		
	1951 through 1966	1967 through 1985	1986 through 1988
1	\$400 but less than \$475	\$0 but less than \$550	\$0 but less than \$825
2	\$475 but less than \$525	\$550 but less than \$625	\$825 but less than \$875
3	\$525 but less than \$575	\$625 but less than \$675	\$875 but less than \$925
4	\$575 but less than \$625	\$675 but less than \$725	\$925 but less than \$975
5	\$625 but less than \$675	\$725 but less than \$775	\$975 but less than \$1025

Add one earnings class number for each \$50 increase in pay.

For the years 1951, 1952 and 1953, an Employee's earnings class number was based on the earnings for the first nine months of the previous year multiplied by 1-1/3. For the years 1954 through 1988, an Employee's earnings class number was based on the base salary rate in effect on December 1 of the previous year.

C.2 Past Service Update Effective 3/1/88:

For each Employee who was accruing Eligibility Service on or after February 29, 1988, an amount was determined in accordance with step (g) of the following calculation:

- (a) Determine all of the amounts earned pursuant to paragraph C.1 above as of December 31, 1987.
 - (b) Subtract 7 years from the Eligibility Service accrued by the Employee as of December 31, 1987 (in no event shall the result be less than zero).
 - (c) Determine the product of 0.025 times (a) times (b).
 - (d) Determine the amount of monthly pension the Employee had accrued as of December 31, 1987, pursuant to paragraph A of this Appendix C.
 - (e) Determine the amount of monthly pension the Employee had accrued under the Basic Portion of the Plan as of December 31, 1987 under the Final
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Average Compensation Method of computing pensions. For any year during which the Employee was considered a noncontributor, this amount is \$13 times the Credited Service accumulated in that year. For any year during which the Employee was considered a contributor the monthly pension was based on the following table:

Final Average Compensation		Monthly Pension for Each Year of Credited Service
Over	Up to	
	\$19,350	\$16.00
\$19,350	19,650	16.25
19,650	19,950	16.50
19,950	20,250	16.75
20,250	20,550	17.00
20,550	20,850	17.25
20,850	21,150	17.50
21,150	21,450	17.75
21,450	21,750	18.00
21,750	22,050	18.25
22,050	22,350	18.50
22,350	22,650	18.75
22,650	22,950	19.00
22,950	23,250	19.25
23,250	23,550	19.50
23,550	23,850	19.75
23,850	24,150	20.00
24,150	24,450	20.25
24,450	24,750	20.50
24,750	25,050	20.75
25,050	25,350	21.00
25,350	25,650	21.25
25,650	25,950	21.50
25,950	26,250	21.75
26,250		22.00

- (f) Subtract the amount determined in (d) from the amount determined in (e) (in no event shall the result be less than zero).
- (g) Subtract the amount determined in (f) from the amount determined in (c) (in no event shall the result be less than zero) .

C.3 Monthly Pensions for Calendar Years From 1/1/89 Through 12/31/91:

For calendar years 1989 through 1991, an Employee who contributed to the Supplemental Portion earned a monthly pension in accordance with the following formula:

1/12 of 1.35% of total compensation up to \$24,825, plus 2.1% of total compensation in excess of \$24,825.

D. Restructured Plan Effective January 1, 1992:

Career Accumulation Method

From January 1, 1992 through December 31, 1993, all Employees had the option to contribute to the Plan. If an Employee elected not to contribute, he accrued a monthly pension of \$15 times Credited Service. If he elected to contribute, he earned a monthly pension of one-twelfth (1/12) of two percent (2%) of Compensation for each year of Credited Service.

Final Average Compensation (FAC) Method:

If the Employee elected not to contribute, he accrued a monthly pension of \$13 times Credited Service. If he elected to contribute, his FAC amount as of December 31, 1993 was based on the schedule shown in Section 19.

APPENDIX D - PARTICIPATING EMPLOYERS

The following entities are participating Employers under the Plan:

1. Engineered Pump Division

- A. The business unit denominated the Engineered Pump Division (“EPD”), which unit comprises operations that were acquired by Curtiss-Wright Electro-Mechanical Corporation from Flowserve US Inc. (“Flowserve”) and that, prior to such acquisition, were known as the Governmental Marine Business Unit (“GMBU”) of Flowserve, shall be deemed an Employer for purposes of the Plan, effective as of November 1, 2004.
- B. Effective as of November 1, 2004, the EPD business unit shall not be an Excluded Unit for any purpose under the Plan.
- C. For the purpose of determining the Eligibility Service and Vesting Service of an Employee who had been employed at the GMBU operations of Flowserve prior to November 1, 2004, the GMBU operations of the Flowserve shall be deemed to be a business unit of the Company that had been designated as an Excluded Unit.

Appendix E - Special Rules Applicable to Specified Represented Employees at Engineered Pump Division

1. Employees subject to Appendix E

In accordance with the provisions of the agreement between Curtiss-Wright Electro-Mechanical Corporation ("CWEMC") and Flowserve US Inc. ("Flowserve") pursuant to which CWEMC acquired from Flowserve operations theretofore known as the Governmental Marine Business Unit ("GMBU"), the provisions of this Appendix E shall be applicable only to the following employees at the Engineered Pump Division ("EPD") of CWEMC, who are represented by Local 8228 of the United Steelworkers of America (herein the "Grandfathered Represented Employees"):

Tony Amato
Russ Saylor
Lester Wentzell

2. Eligibility for Special Early Retirement Benefits

Any Grandfathered Represented Employee who

- (a) has completed at least 15 years of Eligibility Service and who either
 - (i) has attained age 55 or and whose combined age and years of Eligibility Service equals 75 or more or
 - (ii) has not attained age 55 and whose combined age and years of Eligibility Service equals 80 or more, and
- (b) either
 - (i) has been laid off and not recalled within 2 years, or
 - (ii) whose employment has been terminated as a result of a permanent shutdown of the plant or a division thereof, or
 - (iii) who has been laid off as a result the permanent shutdown of a division of the plant and not recalled within 2 years or who has reached the requirements for a Normal Retirement Pension or an Early Retirement Pension at any time during said two-year period of layoff,

shall be eligible to retire and shall upon his retirement be eligible for a pension. His eligibility under clause (b)(i) above shall be determined as of the end of such two-years of layoff; his eligibility under clause (b)(ii) above shall be determined as of the date of his termination of employment; and his eligibility under clause (b)(iii) above shall be determined as of the date that he reaches the requirements for a Normal Retirement Pension or an Early Retirement Pension.

Notwithstanding any provision hereof to the contrary, no pension shall be payable in accordance with this Appendix E for any month with respect to which the Grandfathered Represented Employee claims and is eligible for sickness or accident benefits provided under an Employer program or for similar benefits provided under law. For the purpose of determining a Grandfathered Represented Employee's eligibility for benefits in accordance

with this Appendix E, his years of Eligibility Service shall include his period of employment with Flowserve and its predecessors at GMBU, as determined in accordance with the provisions of Part B-7 of the Flowserve Corporation Pension Plan (the "Flowserve Plan").

3. Determination of Special Early Retirement Pension

The amount of the special early retirement pension payable to a Grandfathered Represented Employee who becomes eligible for such pension in accordance with Paragraph 2 shall be determined in accordance with the provisions of Section 4 or Section 5, as applicable, except that (a) the pension will not be actuarially reduced for early commencement; (b) in no month will the pension amount be less than the minimum pension in effect at the time of his retirement; and (c) in no month will the amount of his pension, when added to the pension payable to him under Section 5.2 of Part B-7 of the Flowserve Plan, be less than the amount that would have been payable to him if he had continued to participate in Part B-7 of the Flowserve Plan until the date that he became eligible for a pension in accordance with Paragraph 2 of this Appendix E, taking account of the provisions of Section 5.2 of Part B-7 of the Flowserve Plan relating to the date at which any pension reduction attributable to Social Security benefits may commence.

**CURTISS-WRIGHT CORPORATION
SAVINGS AND INVESTMENT PLAN**

**AMENDED AND RESTATED,
effective as of January 1, 2015,
except as otherwise specified**

**CURTISS-WRIGHT CORPORATION
SAVINGS AND INVESTMENT PLAN**

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Preamble

Curtiss-Wright Corporation ("the Company") has established the Curtiss-Wright Corporation Savings and Investment Plan (the "Plan") to assist eligible employees in saving for retirement. The Plan is a continuation of the Curtiss-Wright Corporation Employee Savings Plan and the Curtiss-Wright Corporation Deferred Compensation Plan, which plans were merged effective September 1, 1994 and, as so merged, were renamed the Curtiss-Wright Corporation Savings and Investment Plan. The Plan has since been amended from time to time. The Plan is also a continuation of certain other plans which have been merged with and into the Plan from time to time.

The Plan is intended to be a qualified plan under Section 401(a) of the Internal Revenue Code (the "Code") that includes a qualified cash or deferred arrangement pursuant to Section 401(k) of the Code.

The Plan was most recently amended and restated in its entirety as of January 1, 2010 ("the January 1, 2010 Restatement"), which restatement also reflected provisions that became effective on dates later than the initial effective date thereof. Subsequent to the January 1, 2010 Restatement, the Plan has been amended to maintain compliance with applicable law and regulations and for other purposes. This Amendment and Restatement of the Plan as of January 1, 2015 incorporates amendments heretofore made to the Plan and makes additional amendments to the Plan. The amendments hereby made to the January 1, 2010 Restatement, as heretofore amended, are effective as of January 1, 2015, except as otherwise specified herein, provided, however, that the effective date of any provision or provisions of the Plan shall, to the extent required by specific provisions of the Plan, be any such earlier or other effective date required by the Plan.

Effective as of December 31, 2014, the Curtiss-Wright Electro-Mechanical Corporation Savings Plan (the "EMS Plan") was merged into and made a part of the Plan. All account balances for participants in the EMS Plan were transferred to the Plan, effective as of December 31, 2014. Each participant in the EMS Plan whose account balance was transferred to the Plan as an incidence of such merger was entitled to an account balance under the Plan immediately after the merger that was equal to or greater than the account balance he was entitled to under the EMS Plan immediately prior to the merger. Participants in the EMS Plan who thereby became Members (as defined herein) of this Plan shall have such further rights and benefit entitlements as provided under the terms of the EMS Plan prior to becoming Members of this Plan and shall have such further rights and benefit entitlements as provided under the terms of this Plan subsequent to becoming Members hereof.

CURTISS-WRIGHT CORPORATION SAVINGS AND INVESTMENT PLAN

ARTICLE 1: DEFINITIONS

- 1.01 "Accounts"** means the Employer Account, the Member Account, the Deferred Account, the Catch-Up Account, the Rollover Contributions Account, the Roth Deferred Cash Contribution Account and the Roth Catch-Up Account.
- 1.02 "Acquired Forfeiture Account"** means the account credited with forfeitures transferred to the Plan from defined contribution plans of entities that were acquired by the Employer or an Affiliated Employer.
- 1.02A "Acquired Member"** means any Member who is a Cimarron Employee described in paragraph 26(a) of Appendix A, Williams Employee described in paragraph 27(a) of Appendix A, Exlar Employee described in paragraph 28(a) of Appendix A, Parvus Employee described in paragraph 29(a) of Appendix A, or Arens Employee described in paragraph 30(a) of Appendix A.
- 1.03 "Actual Deferral Percentage"** means, with respect to a specified group of Employees, the average of the ratios, calculated separately for each Employee in that group, of
- (a) the amount of Deferred Cash Contributions made pursuant to Section 3.01 for a Plan Year and the amount of Roth Deferred Cash Contributions made pursuant to Section 3.04 for a Plan Year (including Deferred Cash Contributions and Roth Deferred Cash Contributions returned to a Highly Compensated Employee under Section 3.01(c) and Deferred Cash Contributions and Roth Deferred Cash Contributions returned to any Employee pursuant to Section 3.01(d)), to
 - (b) the Employees' Statutory Compensation for that entire Plan Year, provided that, upon direction of the Administrative Committee, Statutory Compensation for a Plan Year shall only be counted if received during the period an Employee is, or is eligible to become, a Member.

The Actual Deferral Percentage for each group and the ratio determined for each Employee in the group shall be calculated to the nearest one one-hundredth of one percent (0.01%). For purposes of determining the Actual Deferral Percentage for a Plan Year, Deferred Cash Contributions and Roth Deferred Cash Contributions may be taken into account for a Plan Year only if they:

- (a) relate to compensation that either would have been received by the Employee in the Plan Year but for the deferral election, or are attributable to services performed by the Employee in the Plan Year and would have been received by the Employee within 2½ months after the close of the Plan Year but for the deferral election,

- (b) are allocated to the Employee as of a date within that Plan Year and the allocation is not contingent on the participation or performance of service after such date, and
- (c) are actually paid to the Trustee no later than 12 months after the end of the Plan Year to which the contributions relate.

1.04 "Administrative Committee" means the person(s) appointed by the Company to act on behalf of the Company as the sponsor and "named fiduciary" (within the meaning of Section 402(a)(2) of ERISA), as appropriate, with respect to Plan administrative matters. When performing any activity or exercising any authority under the provisions of the Plan, the Administrative Committee shall be deemed to act solely on behalf of the Company, and not in an individual capacity.

1.05 "Affiliated Employer" means any company which is a member of a controlled group of corporations (as defined in Section 414(b) of the Code) which also includes as a member the Employer; any trade or business under common control (as defined in Section 414(c) of the Code) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Section 414(m) of the Code) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to regulations under Section 414(o) of the Code. Notwithstanding the foregoing, for purposes of Sections 1.31 and 3.14, the definitions in Sections 414(b) and (c) of the Code shall be modified by substituting the phrase "more than 50 percent" for the phrase "at least 80 percent" each place it appears in Section 1563(a)(1) of the Code.

1.06 "After-Tax Contributions" means amounts contributed pursuant to Section 3.05.

1.07 "Annual Dollar Limit" means the dollar amount as adjusted from time to time for cost of living in accordance with Section 401(a)(17)(B) of the Code (\$265,000 in 2015).

1.08 "Annuity Starting Date" means the first day of the first period for which an amount is paid, as an annuity or in any other form, following a Member's retirement or termination of employment.

1.09 "Beneficiary" means any person or persons designated by a Member to receive any benefits payable in the event of the Member's death. However, a married Member's spouse shall be deemed to be his Beneficiary unless or until he elects another Beneficiary with Spousal Consent. If no Beneficiary designation is in effect at the Member's death, or if no person or persons so designated survives the Member, the Member's surviving spouse, if any, shall be deemed to be the Beneficiary; otherwise the Beneficiary shall be the personal representative of the estate of the Member.

1.10 "Board of Directors" means the Board of Directors of Curtiss-Wright Corporation.

1.11 "Casual Employee" means an Employee who, under the Employer's generally applicable payroll and human resources practices,

- (a) is hired for an assignment of a limited nature and duration, which shall not exceed 90 days; and

- (b) is classified as being in inactive status upon the completion of an assignment, subject to recall for another assignment of limited nature and duration.

1.12 "Catch-Up Account" means the account credited with the Catch-Up Contributions made on a Member's behalf and earnings on those contributions.

1.13 "Catch-Up Contributions" means amounts contributed to the Plan that satisfy the requirements of Section 3.02.

1.14 "Code" means the Internal Revenue Code of 1986, as amended from time to time.

1.15 "Compensation" means the total of an Employee's compensation paid by the Employer during any Plan Year prior to any reduction for deferred compensation under Section 401(k) of the Code, or pursuant to a cafeteria plan under Section 125 of the Code, or pursuant to a qualified transportation fringe under Section 132(f) of the Code.

Compensation shall not include: (i) relocation allowances; (ii) severance pay; (iii) any kind of stock payment; (iv) additional compensation granted in connection with "away from original home assignments"; (v) deferred compensation; (vi) imputed value of group life insurance premiums under Section 79 of the Code; (vii) inactive vacation or sick pay; (viii) any suggestion awards or other non-performance-related awards or one-time special payments, including retention awards and sale bonuses (other than any such amounts intended to replace Long-Term Incentive Compensation Plan or Modified Incentive Compensation Plan payments); or (ix) any awards under a corporate incentive program, such as gainsharing. Effective January 1, 2009, Compensation shall also include "differential wage payments" pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008.

Compensation shall not exceed the Annual Dollar Limit.

1.16 "Contribution Percentage" means, with respect to a specified group of Employees, the average of the ratios, calculated separately for each Employee in that group, of

- (a) the sum of the Employee's After-Tax Contributions and Matching Contributions for that Plan Year, to
- (b) his Statutory Compensation for that entire Plan Year; provided that, upon direction of the Administrative Committee, Statutory Compensation for a Plan Year shall only be counted if received during the period an Employee is, or is eligible to become, a Member.

The Contribution Percentage for each group and the ratio determined for each Employee in the group shall be calculated to the nearest one one-hundredth of one percent (0.01%).

1.16A "Co-Op Student Employee" means an Employee who, under the Employer's generally applicable payroll and human resources practices,

- (a) is a college or university student; and
- (b) receives academic credit for his employment with the Employer.

- 1.16B "CW Savings Contributions"** means amounts contributed pursuant to Section 3.07A.
- 1.17 "Deferred Account"** means the account credited with the Deferred Cash Contributions made on a Member's behalf and earnings on those contributions.
- 1.18 "Deferred Cash Contributions"** means amounts contributed pursuant to Section 3.01.
- 1.19 "Automatic Deferred Cash Contributions"** means amounts contributed pursuant to Section 3.03.
- 1.20 "Disability"** means total and permanent disability. A Member shall be deemed to be totally and permanently disabled when, on the basis of medical evidence satisfactory to the Administrative Committee, he is found to be wholly and permanently prevented from engaging in any occupation or employment for wages or profit as a result of bodily injury or disease, either occupationally or non-occupationally caused, but not as a result of bodily injury or disease which originated from service in the Armed Forces of any country. Notwithstanding the foregoing, with respect to a Member employed by an Employer that had adopted the EMS Plan, the term "Disability" means a Member's inability, due to injury or sickness, to engage in any gainful occupation for which he is reasonably fitted by education, training or experience, provided he has completed at least 10 years of Vesting Service.
- 1.21 "Earnings"** means the amount of income to be returned with any excess deferrals, excess contributions, or excess aggregate contributions under Section 3.01, 3.11 or 3.12. Income on excess deferrals and excess contributions shall be determined (a) by multiplying allocable gain or loss on the Deferred Account and Roth Deferred Cash Contribution Account (excluding Catch-Up Contributions, Roth Catch-Up Contributions and income attributable to Catch-Up Contributions and Roth Catch-Up Contributions) for the Plan Year by a fraction, the numerator of which is the excess deferrals or excess contributions, as the case may be, for the Plan Year and the denominator of which is the sum of the balances of the Deferred Account and the Roth Deferred Cash Contribution Account at the end of the Plan Year, disregarding any income or loss occurring during the Plan Year, and (b) by adding to the amount determined under clause (a) 10 percent of the amount determined under clause (a) for Plan Years beginning prior to January 1, 2008, multiplied by the number of whole calendar months between the end of the Plan Year and the date of the distribution, counting the month of distribution if the distribution occurs after the 15th day of the month. Income on excess aggregate contributions shall be determined in a similar manner by substituting the sum of the allocable gain or loss on the Employer Account and Member Account for the Deferred Account and Roth Deferred Cash Contribution Account, and the excess aggregate contributions for the excess deferrals and excess contributions in the preceding sentence.
- 1.22 "Effective Date"** means, as to the Plan, July 1, 1982. The Effective Date of this amendment and restatement of the Plan is January 1, 2015, except as otherwise provided herein, or as required by applicable law. The Effective Date of the EMS Plan was January 1, 2004.
- 1.23 "Employee"** means a person employed by the Employer who receives stated compensation other than a pension, severance pay, retainer, or fee under contract; however,

the term "Employee" excludes any non-resident alien, any Leased Employee, and any person who is included in a unit of employees covered by a collective bargaining agreement that does not provide for his membership in the Plan. Any person deemed to be an independent contractor by any Employer and paid by the Employer in accordance with its practices for the payment of independent contractors, including the provision of tax reporting on Internal Revenue Service Form 1099, shall be excluded from the definition of Employee for all purposes under the Plan, notwithstanding any subsequent reclassification of such person for any purpose under the Code, whether agreed to by the Employer or adjudicated under applicable law.

The term "employee" as used in this Plan, means any individual who is employed by the Employer or an Affiliated Employer as a common law employee of the Employer or Affiliated Employer, regardless of whether the individual is an "Employee" and any Leased Employee.

- 1.24 "Employer"** means Curtiss-Wright Corporation or any successor by merger, purchase or otherwise, with respect to its employees; or any other company participating in the Plan as provided in Section 12.03, with respect to its employees.
- 1.25 "Employer Account"** means the account credited with Matching Contributions and CW Savings Contributions and earnings on those contributions. The Administrative Committee shall establish such separate subaccounts within the Employer Account as may be necessary to properly account for Matching Contributions and CW Savings Contributions.
- 1.25A "EMS Plan"** means the Curtiss-Wright Electro-Mechanical Corporation Savings Plan, as constituted on and before December 31, 2014.
- 1.26 "Enrollment Date"** means the Effective Date and the first day of any payroll period following that date.
- 1.27 "ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time.
- 1.28 "Fund" or "Investment Fund"** means the fund or funds in which contributions to the Plan are invested in accordance with Article 4.
- 1.29 "Highly Compensated Employee"** means for a Plan Year any employee of the Employer or an Affiliated Employer (whether or not eligible for membership in the Plan) who:
- (a) was a 5 percent owner of the Employer (as defined in Section 416(i) of the Code) for such Plan Year or the prior Plan Year, or
 - (b) for the preceding Plan Year received Statutory Compensation in excess of \$120,000, and was among the highest 20 percent of employees of the Employer for the preceding Plan Year when ranked by Statutory Compensation paid for that year, excluding, for the purpose of such determination, employees described in Section 414(q)(5) of the Code. The \$120,000 dollar amount in the preceding sentence shall be adjusted from time to time for cost of living in accordance with Section 414(q)(1) of the Code.

Notwithstanding the foregoing, employees who are nonresident aliens and who receive no earned income from the Employer or an Affiliated Employer which constitutes income from sources within the United States shall be disregarded for all purposes of this Section.

The Employer's top-paid group election as set forth in subsection (b) shall be used consistently in determining Highly Compensated Employees for determination years of all employee benefit plans of the Employer and Affiliated Employers for which Section 414(q) of the Code applies (other than a multiemployer plan) that begin with or within the same calendar year, until such election is changed by Plan amendment in accordance with IRS requirements.

The provisions of this Section shall be further subject to such additional requirements as shall be described in Section 414(q) of the Code and its applicable regulations, which shall override any aspects of this Section inconsistent therewith.

1.30 "Hour of Service" means, with respect to any applicable computation period,

- (a) each hour for which the employee is paid or entitled to payment for the performance of duties for the Employer or an Affiliated Employer;
- (b) each hour for which the employee is paid or entitled to payment by the Employer or an Affiliated Employer on account of a period during which no duties are performed, whether or not the employment relationship has terminated, due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence, but not more than 501 hours for any single continuous period; and
- (c) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer or an Affiliated Employer, excluding any hour credited under (a) or (b), which shall be credited to the computation period or periods to which the award, agreement or payment pertains rather than to the computation period in which the award, agreement or payment is made.

No hours shall be credited on account of any period during which the employee performs no duties and receives payment solely for the purpose of complying with unemployment compensation, workers' compensation or disability insurance laws.

Hours of Service credited shall be determined as required by Title 29 of the Code of Federal Regulations, Sections 2530.200b-2(b) and (c).

1.31 "Leased Employee" means any person (other than a common law employee of the Employer) who, pursuant to an agreement between the Employer and any other person ("leasing organization"), has performed services for the Employer or any related persons determined in accordance with Section 414(n)(6) of the Code on a substantially full-time basis for a period of at least one year and such services are performed under the primary direction of or control by the Employer. In the case of any person who is a Leased Employee before or after a period of service as an Employee, the entire period during which he has performed services as a Leased Employee shall be counted as service as an Employee

for all purposes of the Plan, except that he shall not, by reason of that status, become a Member of the Plan.

- 1.32 "Matching Contributions"** means (a) amounts contributed pursuant to Section 3.07(a) prior to September 1, 1994, at which time such Matching Contributions ceased, (b) Employer contributions described in Appendix A that constitute matching contributions within the meaning of Code Section 401(m)(4) and Treasury regulations thereunder, and (c) amounts contributed pursuant to Section 3.07(c) on or after January 1, 2014. The term Matching Contributions shall also refer to amounts transferred to the Plan in a transaction described in Section 12.02 that had been accounted for as matching contributions under the terms of the transferor plan.
- 1.33 "Member"** means any person included in the membership of the Plan as provided in Article 2.
- 1.34 "Covered Member"** means any eligible Employee who is covered by the Automatic Contribution Arrangement under Section 3.03.
- 1.34A "Frozen Member"** means any eligible Employee (i) whose date of hire, rehire or acquisition is on or after February 1, 2010, for whom benefit accruals under Article 4 of the CWC Component of the Curtiss-Wright Corporation Retirement Plan have ceased pursuant to the provisions of Section 4.02 of such Plan, (ii) whose date of hire, rehire or acquisition is on or before January 31, 2010, but for whom benefit accruals under Article 6 of the CWC Component of the Curtiss-Wright Corporation Retirement Plan have ceased pursuant to the provisions of Section 2.01(c) or (e) of such Plan, (iii) whose date of hire, rehire or acquisition is on or before January 31, 2010, and for whom benefits were accruing under only Article 4 of the CWC Component of the Curtiss-Wright Corporation Retirement Plan pursuant to the provisions of Schedule J of such Plan, (iv) whose date of hire, rehire or transfer to an Employer that had adopted the EMS Plan was on or before December 31, 2013, and who did not elect to participate in the EMD Component of the Curtiss-Wright Corporation Retirement Plan after January 1, 2014, by means of a timely-filed election that was effective on or before January 1, 2014, or (v) whose date of hire, rehire or acquisition is on or after January 1, 2014, and who is not eligible to accrue benefits under Article 4 of the CWC Component of the Curtiss-Wright Corporation Retirement Plan pursuant to the provisions of Section 2.01(a) of such Plan.
- 1.35 "Member Account"** means the account credited with the After-Tax Contributions and earnings on those contributions.
- 1.36 " Non-highly Compensated Employee "** means for any Plan Year an employee of the Employer or an Affiliated Employer who is not a Highly Compensated Employee for that Plan Year.
- 1.37 "Plan"** means the Curtiss-Wright Corporation Savings and Investment Plan as set forth in this document or as amended from time to time. The Plan is a continuation of the Curtiss-Wright Corporation Employee Savings Plan and the Curtiss-Wright Corporation Deferred Compensation Plan, which plans were merged effective September 1, 1994. The Plan is also a continuation of certain other plans which have been merged with and into the Plan from time to time.

- 1.38 "Plan Year"** means the 12-month period beginning on any January 1.
- 1.39 "Rollover Contributions Account"** means, except as provided below, the account credited with Rollover Contributions made by a Member and earnings on those contributions. Before-tax amounts rolled over from an eligible deferred compensation plan under Section 457(b) of the Code that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state shall be accounted for separately within the Rollover Contributions Account. Amounts attributable to Roth Deferred Cash Contributions directly rolled over from a plan qualified under Section 401(a) of the Code shall be credited to a Member's Roth Deferred Cash Contribution Account.
- 1.40 "Rollover Contributions"** mean amounts contributed pursuant to Section 3.08.
- 1.41 "Roth Catch-Up Account"** means the account credited with the Roth Catch-Up Contributions made on a Member's behalf and earnings on those contributions.
- 1.42 "Roth Catch-Up Contributions"** means amounts contributed pursuant to Section 3.04 that are (a) designated irrevocably by the Member at the time the election is made as a Roth Catch-Up Contribution that is being made in lieu of all or a portion of the Catch-Up Contributions the Member is otherwise eligible to make under the Plan; and (b) treated by the Employer as includible in the Member's income at the time the Member would have received that amount in cash if the Member had not made an election.
- 1.43 "Roth Deferred Cash Contribution Account"** means the account credited with the Roth Deferred Cash Contributions made on a Member's behalf and earnings on those contributions.
- 1.44 "Roth Deferred Cash Contributions"** means amounts contributed pursuant to Section 3.04 that are (a) designated irrevocably by the Member at the time the election is made as a Roth Deferred Cash Contribution that is being made in lieu of all or a portion of the Deferred Cash Contributions the Member is otherwise eligible to make under the Plan; and (b) treated by the Employer as includible in the Member's income at the time the Member would have received that amount in cash if the Member had not made an election.
- 1.45 "Severance Date"** means, solely for purposes of determining an employee's Vesting Service under Section 1.54, the earlier of:
- (a) the date an employee quits, retires, is discharged or dies, or
 - (b) the first anniversary of the date on which an employee is first absent from service, with or without pay, for any reason such as vacation, sickness, disability, layoff or leave of absence.
- 1.46 "Spousal Consent"** means the written consent of a Member's spouse to the Member's election of a specified form of benefit or designation of a specified Beneficiary. The spouse's consent shall be witnessed by a Plan representative or notary public and shall acknowledge the effect on the spouse of the Member's election. The requirement for spousal consent may be waived by the Administrative Committee if it believes there is no spouse, or the

spouse cannot be located, or because of such other circumstances as may be established by applicable law.

- 1.47 "Statutory Compensation"** means wages, salaries, and other amounts paid in respect of an employee for services actually rendered to an Employer or an Affiliated Employer, including by way of example, overtime, bonuses, and commissions, but excluding deferred compensation, stock options, and other distributions which receive special tax benefits under the Code. For purposes of determining Highly Compensated Employees under Section 1.29 and key employees under Section 13.05(a)(iii), Statutory Compensation shall include amounts contributed by the Employer pursuant to a salary reduction agreement which are not includible in the gross income of the employee under Sections 125, 132(f), 402(e)(3), 402(h), or 403(b) of the Code. For all other purposes, Statutory Compensation shall also include the amounts referred to in the preceding sentence, unless the Administrative Committee directs otherwise for a particular Plan Year. Statutory Compensation shall not exceed the Annual Dollar Limit.
- 1.48 "Subsidiary"** means any corporation controlled by Curtiss-Wright Corporation or by another subsidiary of Curtiss-Wright Corporation.
- 1.49 "Temporary Employee"** means an Employee who, under the Employer's generally applicable payroll and human resources practices,
- (a) is hired for a specific assignment of limited scope that will have a duration of at least 90 days; and
 - (b) is hired subject to the condition that he will be terminated upon completion of such specific assignment.
- 1.50 "Trust" or "Trust Fund"** means the fund established by the Board of Directors as part of the Plan into which contributions are to be made and from which benefits are to be paid in accordance with the terms of the Plan.
- 1.51 "Trustee"** means the trustee or trustees holding the funds of the Plan as provided in Article 11.
- 1.52 "Valuation Date"** means the last business day of each calendar month or such more frequent dates as the Administrative Committee shall establish.
- 1.53 "Vested Portion"** means the portion of the Accounts in which the Member has a nonforfeitable interest as provided in Article 6 or, if applicable, Section 13.05.
- 1.54 "Vesting Service"** means, with respect to any employee, his period of employment with the Employer or any Affiliated Employer, whether or not as an Employee, beginning on the date he first completes an Hour of Service and ending on his Severance Date, provided that:
- (a) if his employment terminates and he is reemployed within one year of the earlier of (i) his date of termination or (ii) the first day of an absence from service immediately preceding his date of termination, the period between

his Severance Date and his date of reemployment shall be included in his Vesting Service;

- (b) if he is absent from the service of the Employer or any Affiliated Employer because of service in the Armed Forces of the United States and he returns to service with the Employer or an Affiliated Employer having applied to return while his reemployment rights were protected by law, the absence shall be included in his Vesting Service;
- (c) if he is on a leave of absence approved by the Employer, under rules uniformly applicable to all Employees similarly situated, the Employer may authorize the inclusion in his Vesting Service of any portion of that period of leave which is not included in his Vesting Service under (a) or (b) above; and
- (d) if his employment terminates and he is reemployed, his Vesting Service after reemployment shall be aggregated with his previous period or periods of Vesting Service.

1.55 "Year of Eligibility Service" means, with respect to any employee, the 12-month period of employment with the Employer or any Affiliated Employer, whether or not as an Employee, beginning on the date he first completes an Hour of Service upon hire or rehire, or any Plan Year beginning after that date, in which he first completes at least 1,000 Hours of Service.

ARTICLE 2: ELIGIBILITY AND MEMBERSHIP

2.01 Eligibility

- (a) Except as otherwise provided in this Section, each Employee shall be eligible to become a Member on any Enrollment Date coinciding with or following the date he completes one Year of Eligibility Service.
- (b) Employees who were formerly employed by entities that were acquired, or are employed at any operations or facilities that were acquired, by the Employer shall be eligible to participate in the Plan from the date of such acquisition except as otherwise may be provided in Appendix A, and shall be subject to the special eligibility rules (if any) set forth in Appendix A with respect to such Employees.
- (c) Effective as of January 1, 2014, and notwithstanding the provisions of Section 2.01(a), but subject to Appendix A, each regular, full-time Employee, other than a member of a unit of Employees covered by a collective bargaining agreement, with the exception of (i) the collective bargaining agreement covering Employees of Williams Controls, Inc. and (ii) effective as of December 31, 2014, the collective bargaining agreement covering Employees of the Engineered Pump Division of the Employer that had adopted the EMS Plan, shall be eligible to become a Member as of any Enrollment Date following the date on which he became an Employee. Unless mandated otherwise by the Employer's personnel practices, a regular, full-time Employee is any Employee who is hired on other than a part-time, seasonal, casual

or temporary basis. Each Employee who is hired on a part-time or seasonal basis shall be eligible to become a Member in accordance with the provisions of Section 2.01(a). In no event shall a Casual Employee, Co-Op Student Employee or Temporary Employee be eligible to become a Member. Notwithstanding the foregoing provisions of this subsection (c), each Employee who was a Member of the Plan immediately prior to January 1, 2014, shall continue to be a Member as of January 1, 2014.

- (d) Any Employee on December 31, 2014 who was a participant in the EMS Plan immediately prior thereto and any individual who was employed by the Employer's Benshaw business unit on and before June 30, 2014 and who was a participant in the EMS Plan immediately prior to December 31, 2014 shall become a Member on the next following Enrollment Date.
- (e) Effective as of July 1, 2015, and notwithstanding the provisions of Sections 2.01(a) and (c), but subject to Appendix A, each Employee, other than a member of a unit of Employees covered by a collective bargaining agreement, with the exception of (i) the collective bargaining agreement covering Employees of Williams Controls, Inc. and (ii) the collective bargaining agreement covering Employees of the Engineered Pump Division of the Employer that had adopted the EMS Plan, shall be eligible to become a Member as of any Enrollment Date following the date on which he became an Employee. In no event shall a Casual Employee, Co-Op Student Employee or Temporary Employee be eligible to become a Member.

2.02 Membership

An eligible Employee shall become a Member on the first Enrollment Date after the date he files a form or forms prescribed by the Administrative Committee or its designee on which he meets all of the following requirements:

- (a) designates the percentage of Compensation he wishes to contribute to the Plan under Section 3.05 or makes the election described in Section 3.01, 3.02, or 3.04, or any combination thereof;
- (b) authorizes the Employer to make regular payroll deductions or to reduce his Compensation, or both;
- (c) names a Beneficiary; and
- (d) makes an investment election.

2.03 Reemployment of Former Employees and Former Members

Any person reemployed by the Employer as an Employee, who was previously a Member or who was previously eligible to become a Member, shall become a Member upon the filing of a form in accordance with Section 2.02. Any person reemployed by the Employer as an Employee, who was not previously eligible to become a Member, shall become a Member upon completing the eligibility requirements described in Section 2.01 and filing the appropriate form or forms in accordance with Section 2.02.

2.04 Termination of Membership

A Member's membership shall terminate on the date he is no longer employed by the Employer or any Affiliated Employer unless the Member is entitled to benefits under the Plan, in which event his membership shall terminate when those benefits are distributed to him.

2.05 Automatic Membership

- (a) Notwithstanding any provision of the Plan to the contrary, any eligible Employee (as provided under Section 2.01(c)), and unless otherwise excluded under paragraph 2.05(c), whose date of hire, rehire or acquisition is on or after January 1, 2009 and who has not made an affirmative election to become a Member (or affirmatively declined to become a Member) pursuant to Section 2.02 shall become a Covered Member on the first Enrollment Date which is on or about 45 days after his date of hire, rehire or acquisition, or the date he actually completes a Year of Eligibility Service (if applicable, pursuant to Section 2.01(c)).
- (b) Notwithstanding any provision of the Plan to the contrary, any eligible Employee whose date of hire, rehire or acquisition is on or before December 31, 2008 and who has not affirmatively elected to become a Member (or affirmatively declined to become a Member) pursuant to Section 2.02 shall become a Covered Member on the first Enrollment Date which is on or about 45 days after January 1, 2010.
- (c)
 - (i) Notwithstanding any provision of the Plan to contrary, any eligible Employee of Curtiss-Wright Controls, Inc. whose date of hire, rehire, or acquisition was on or before December 31, 2008 and who has not affirmatively elected to become a Member (or affirmatively declined to become a Member) pursuant to Section 2.02 shall become a Covered Member as of March 2, 2011.
 - (ii) Notwithstanding any provision of the Plan to the contrary, any eligible Employee who is employed by Metal Improvement Company whose date of hire, rehire or acquisition is on or after January 1, 2010 and who has not made an affirmative election to become a Member (or affirmatively declined to become a Member) pursuant to Section 2.02 shall become a Covered Member on the first Enrollment Date which is on or about 45 days after his date of hire, rehire or acquisition. Any eligible Employee of Metal Improvement Company whose date of hire, rehire or acquisition was on or before December 31, 2009 and who has not affirmatively elected to become a Member (or affirmatively declined to become a Member) pursuant to Section 2.02 shall become a Covered Member as of November 30, 2011.
- (d) Notwithstanding any provision of the Plan to the contrary, any eligible Employee (as provided under Sections 2.01(c) and (e)), and unless otherwise excluded under paragraph 2.05(c), whose date of hire, rehire or acquisition is on or after July 1, 2015 and who has not made an affirmative election to become a Member (or affirmatively declined to become a Member) pursuant to Section 2.02 shall become

a Covered Member on the first Enrollment Date which is on or about 45 days after his date of hire, rehire or acquisition.

ARTICLE 3: CONTRIBUTIONS

3.01 Deferred Cash Contributions

- (a) A Member may elect on his application filed under Section 2.02 to reduce his Compensation payable while a Member by at least 0.5% and not more than the contribution permitted by law, in multiples of 0.5%, and have that amount contributed to the Plan by the Employer as Deferred Cash Contributions. Deferred Cash Contributions shall be further limited as provided below and in Sections 3.11, 3.13 and 3.14. Any Deferred Cash Contributions shall be paid to the Trustee as soon as practicable.
- (b) In no event shall the Member's Deferred Cash Contributions and similar contributions made on his behalf by the Employer or an Affiliated Employer to all plans, contracts or arrangements subject to the provisions of Section 401(a)(30) of the Code in any calendar year exceed: the amount in effect for such calendar year under Section 402(g)(1) of the Code, as adjusted, if applicable, in accordance with Section 402(g)(4) of the Code.

If a Member's Deferred Cash Contributions in a calendar year reach the dollar limitation applicable for that year, his election of Deferred Cash Contributions for the remainder of the calendar year will be canceled. Each Member affected by this paragraph (b) may elect to change or suspend the rate at which he makes After-Tax Contributions. As of the first pay period of the calendar year following such cancellation, the Member's election of Deferred Cash Contributions shall again become effective in accordance with his previous election, unless the Member elects otherwise in accordance with Section 3.09.

- (c) In the event that the sum of the Deferred Cash Contributions and similar contributions to any other qualified defined contribution plan maintained by the Employer or an Affiliated Employer exceeds the dollar limitation in Section 3.01(b) for any calendar year, the Member shall be deemed to have elected a return of Deferred Cash Contributions in excess of such limit ("excess deferrals") from this Plan. The excess deferrals, together with Earnings, shall be returned to the Member no later than the April 15 following the end of the calendar year in which the excess deferrals were made. The amount of excess deferrals to be returned for any calendar year shall be reduced by any Deferred Cash Contributions previously returned to the Member under Section 3.11 for that calendar year.
- (d) If a Member makes tax-deferred contributions under another qualified defined contribution plan maintained by an employer other than the Employer or an Affiliated Employer for any calendar year and those contributions when added to his Deferred Cash Contributions exceed the dollar limitation under Section 3.01(b) for that calendar year, the Member may allocate all or a portion of such excess deferrals to this Plan. In that event, such excess deferrals, together with Earnings, shall be returned to the Member no later than the April 15 following the end of the calendar

year in which such excess deferrals were made. However, the Plan shall not be required to return excess deferrals unless the Member notifies the Administrative Committee, in writing, by March 1 of that following calendar year of the amount of the excess deferrals allocated to this Plan. The amount of any such excess deferrals to be returned for any calendar year shall be reduced by any Deferred Cash Contributions previously returned to the Member under Section 3.11 for that calendar year.

3.02 Catch-Up Contributions

A Member who satisfies the requirements of subsection (a) for a Plan Year may elect, in accordance with subsection (b), to reduce his Compensation and to have the amount by which his Compensation is so reduced contributed to the Plan by his Employer as a Catch-Up Contribution, provided, however, that such Catch-Up Contributions shall be subject to the conditions set forth in subsections (c) and (d).

- (a) A Member satisfies the requirements of this paragraph for a Plan Year if:
 - (i) his 50th birthday is coincident with or prior to the last day of the Plan Year; and
 - (ii) either (A) the Deferred Cash Contributions made on his behalf for the Plan Year have reached the applicable dollar limitation for the calendar year coincident with such Plan Year, as set forth in Section 3.01(b) or (B) his percentage election, as in effect in accordance with Section 3.01(a) is equal to any percentage limitation imposed on such election by the Plan.
- (b) A Member described in subsection (a) may elect to make Catch-Up Contributions in any percentage from 1% to 25% of his Compensation.
- (c) Any Catch-Up Contributions shall be paid to the Trustee as soon as practicable and shall be allocated to the Member's Catch-Up Account.
- (d) Catch-Up Contributions made on a Member's behalf shall be limited to \$6,000, as adjusted in accordance with Section 414(v)(2)(C) of the Code. In no event shall the Member's Catch-Up Contributions for a Plan Year exceed the excess of his Deferred Cash Contributions for such Plan Year over his Statutory Compensation for such Plan Year.
- (e) The provisions of this Section shall be subject to the requirements of Section 414(v) of the Code and Regulations thereunder.

3.03 Automatic Contribution Arrangement.

- (a) Effective January 1, 2009, Automatic Deferred Cash Contributions will be made on behalf of Covered Members who do not have an affirmative election in effect regarding Deferred Cash Contributions. The amount of Automatic Deferred Cash Contributions made for a Covered Member each pay period is equal to 3% multiplied by the Covered Member's Compensation for that pay period.

- (b) A Covered Member will have a reasonable opportunity after receipt of the notice required described in (d) below to make an affirmative election regarding Deferred Cash Contributions (either to have no Deferred Cash Contributions made or to have a different amount of Deferred Cash Contributions made) before Automatic Deferred Cash Contributions are made on the Covered Member's behalf. Automatic Deferred Cash Contributions being made on behalf of a Covered Member will cease as soon as administratively feasible after the Covered Member makes an affirmative election.
- (c) Automatic Deferred Cash Contributions will be reduced or stopped to meet the limitations under Sections 401(a)(17), 402(g) and 415 of the Code and to satisfy any suspension period required after a hardship distribution.
- (d) At least 30 days, but not more than 90 days, before the beginning of the Plan Year, the Employer will provide each Covered Member a comprehensive notice of the Member's rights and obligations under this Automatic Contribution Arrangement, written in a manner calculated to be understood by the average Covered Member. If an eligible Employee becomes a Covered Member after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided within a reasonable period of time and in accordance with Section 1.414(w)-1 of the Income Tax Regulations.

The notice must accurately describe:

- (i) The amount of Automatic Deferred Cash Contributions that will be made on the Covered Member's behalf in the absence of an affirmative election;
 - (ii) The Covered Member's right to elect to have no Deferred Cash Contributions made on his behalf or to have a different amount of Deferred Cash Contributions made;
 - (iii) How Automatic Deferred Cash Contributions will be invested in the absence of the investment instructions; and
 - (iv) The Covered Member's right to make a withdrawal of Automatic Deferred Cash Contributions and the procedures for making such a withdrawal.
- (e) No later than 75 days after the recordkeeper first receives a Covered Member's Automatic Deferred Cash Contribution, the Covered Member may request a distribution of his Automatic Deferred Cash Contributions. In no event may a Covered Member request a distribution of his Automatic Deferred Cash Contributions later than 90 days after Automatic Deferred Cash Contributions are first withheld from a Covered Member's pay. No spousal consent is required for such a withdrawal. The amount to be distributed from the Plan upon the Covered Member's request is equal to the amount of Automatic Deferred Cash Contributions made through the earlier of (i) the pay date for the second payroll period that begins after the Covered Member's withdrawal request and (ii) the first pay date that occurs after 30 days after the Covered Member's request, adjusted to reflect any investment gains or losses attributable to those contributions through the date of distribution. Any fee charged to the Covered Member for the withdrawal may not be greater than any other fee charged for a cash distribution. Unless the Covered Member

affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Automatic Deferred Cash Contributions made on the Covered Member's behalf as of the date specified above.

Automatic Deferred Cash Contributions distributed pursuant to this paragraph (e) are not counted towards the dollar limitation on Deferred Cash Contributions contained in Section 402(g) of the Code, nor for the Actual Deferral Percentage test. Matching Contributions that might otherwise be allocated to a Covered Member's Account on account of Automatic Deferred Cash Contributions will not be allocated to the extent the Covered Member withdraws such Automatic Deferred Cash Contributions pursuant to this paragraph (e) and any Matching Contributions already made on account of Automatic Deferred Cash Contributions that are later withdrawn pursuant to this paragraph (e) will be forfeited.

3.04 Roth Deferred Cash Contributions

- (a) Effective January 1, 2010, a Member may elect on his application filed under Section 2.02 to irrevocably designate Deferred Cash Contributions (under Section 3.01) and Catch-Up Contributions (under Section 3.02) as Roth Deferred Cash Contributions and Roth Catch-Up Contributions, respectively. Any Roth Deferred Cash Contributions and Roth Catch-Up Contributions shall be invested in one or more Investment Funds, as authorized by the Chairman of the Board of Directors or its designees, subject to (b) below.
- (b) The Plan will maintain a separate record of the amount of Roth Deferred Cash Contributions and Roth Catch-Up Contributions in each Member's account. Contributions and withdrawals of Roth Deferred Cash Contributions and Roth Catch-Up Contributions will be credited and debited to the Roth Deferred Cash Contribution Account and the Roth Catch-Up Contribution Account maintained for each Member. Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Member's Roth Deferred Cash Contribution Account, the Roth Catch-Up Contribution Account and the Member's other accounts under the Plan.
- (c) No contributions other than Roth Deferred Cash Contributions and properly attributable earnings will be credited to each Member's Roth Deferred Cash Contributions Account. No contributions other than Roth Catch-Up Contributions and properly attributable earnings will be credited to each Member's Roth Catch-Up Account.
- (d) Unless specifically stated otherwise, Roth Deferred Cash Contributions will be treated as Deferred Cash Contributions for all purposes under the Plan, including hardship distributions under Section 7.04 and loans under Article 8. Unless specifically stated otherwise, Roth Catch-Up Contributions will be treated as Catch-Up Contributions for all purposes under the Plan.
- (e) In the case of a distribution of excess contributions under Section 3.11, a Highly Compensated Employee may designate the extent to which the excess contribution is composed of Deferred Cash Contributions and Roth Deferred Cash Contributions but only to the extent such types of contributions were made for the year. If the

Highly Compensated Employee does not designate which type of contributions is to be distributed, the Plan will distribute Deferred Cash Contributions first.

3.05 After-Tax Contributions

Any Member may make After-Tax Contributions under this Section whether or not he has elected to have Deferred Cash Contributions made on his behalf pursuant to Section 3.01. The amount of After-Tax Contributions shall be at least 0.5% of his Compensation, while a Member, in multiples of 0.5%, to the maximum contribution permitted by law.

The After-Tax Contributions of a Member shall be made through payroll deductions and shall be paid to the Trustee as soon as practicable.

3.06 Limitation on Deferred Cash and After-Tax Contributions

The sum of a Member's Deferred Cash Contribution election, his Roth Deferred Cash Contribution election and his After-Tax Contribution election, as in effect for any payroll period, shall not exceed 75% of his Compensation, provided, however, that such Deferred Cash Contributions, Roth Deferred Cash Contributions and After-Tax Contributions may be further limited by the Administrative Committee pursuant to Sections 3.11 and 3.12.

3.07 Employer Matching Contributions

- (a) The Employer contributed, until August 31, 1994, on behalf of each of its Members who elected to make After-Tax Contributions, Matching Contributions in an amount equal to 50% of the first 6% of the After-Tax Contributions made by the Member to the Plan during each payroll period.
- (b) From and after September 1, 1994, no Matching Contributions shall be made to the Plan except as otherwise specified in Appendix A.
- (c) From and after January 1, 2014, the Employer shall contribute on behalf of each of its Frozen Members, other than a member of a unit of Employees covered by a collective bargaining agreement, with the exception of (i) the collective bargaining agreement covering Employees of Williams Controls, Inc. and (ii) effective as of December 31, 2014, a collective bargaining agreement covering Employees of the Employer that had adopted the EMS Plan, and Acquired Members who elected to make Deferred Cash Contributions, Roth Deferred Cash Contributions, and/or After-Tax Contributions, Matching Contributions in an amount equal to 50% of the Deferred Cash Contributions, Roth Deferred Cash Contributions, and/or After-Tax Contributions made by the Member to the Plan that do not exceed the first 6% of the Member's Compensation during each payroll period. In no event shall the amount of Matching Contributions made under this Section 3.07(c) equal more than 3% of a Member's Compensation for the payroll period. Matching Contributions shall first be made with respect to Deferred Cash Contributions, and Roth Deferred Cash Contributions, then with respect to After-Tax Contributions.
- (d) Matching Contributions described in this Section 3.07 shall be paid in cash to the Trustee as soon as administratively feasible following each payroll period but in no

event later than the date required by applicable law in order to permit the Employer a deduction for such contributions for its taxable year.

3.07A CW Savings Contributions

- (a) For any Plan Year beginning on or after January 1, 2014, the Employer may make CW Savings Contributions in an amount to be determined by the Employer, as of the last day of the Plan Year, on behalf of each Frozen Member, other than a member of a unit of Employees covered by a collective bargaining agreement, with the exception of (i) the collective bargaining agreement covering Employees of Williams Controls, Inc. and (ii) effective for any Plan Year beginning on or after January 1, 2015, the collective bargaining agreement covering Employees of the Engineered Pump Division of the Employer that had adopted the EMS Plan, and Acquired Member who is described in the following sentence. Any CW Savings Contributions shall be allocated to the Employer Account of each eligible Member employed by the Employer on the last day of the Plan Year who had completed a Year of Eligibility Service during the Plan Year (and, for the Plan Year beginning on January 1, 2015, each eligible Member described in Section 6.02(a)(vii) and (viii)) and such allocation shall be based on the ratio that each such Member's Compensation bears to the total Compensation of all such Members for the Plan Year. In no event, however, shall the portion of the CW Savings Contributions allocated on behalf of any Member described in the preceding sentence for any Plan Year exceed 3% of such Member's Compensation for the Plan Year. (b) CW Savings Contributions described in this Section 3.07A shall be paid in cash to the Trustee as soon as administratively feasible following each Plan Year, if applicable, but in any event no later than the date required by applicable law in order to permit the Employer a deduction for such contributions for its taxable year. CW Savings Contributions may be paid whether or not the Employer has current profits or accumulated earnings.

3.08 Rollover Contributions

Without regard to any limitations on contributions set forth in this Article 3, the Plan may accept from or on behalf of a Member who is then an Employee, a Rollover Contribution in cash, consisting of any amount, excluding after-tax amounts and amounts received as a spousal beneficiary, previously received (or deemed to be received) by him from an "eligible retirement plan." Such Rollover Contributions shall be subject to the following:

- (a) For purposes of this Section, "eligible retirement plan" means:
- (i) a qualified plan described in Section 401(a) of the Code;
 - (ii) an annuity plan described in Section 403(a) of the Code;
 - (iii) an individual retirement account or individual retirement annuity of the Member described in Section 408(a) or 408(b) of the Code which contains only amounts that were originally distributed from a qualified plan described in Section 401(a) or 403(a) of the Code (i.e., a "conduit IRA");
 - (iv) an annuity contract described in Section 403(b) of the Code;

- (v) an eligible plan under Section 457(b) of the Code which is maintained by a state, a political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state; and
 - (vi) an individual retirement account or individual retirement annuity of the Employee described in Section 408(a) or 408(b) of the Code that may contain amounts other than amounts that were originally distributed from a qualified plan described in Section 401(a) or 403(a) of the Code (i.e., a "traditional IRA").
- (b) Such Rollover Contribution may be received in either of the following ways:
- (i) The Plan may accept such amount as a direct rollover of an eligible rollover distribution from an eligible retirement plan; or
 - (ii) The Plan may accept such amount directly from the Member provided such amount:
 - (A) was distributed to the Member by an eligible retirement plan;
 - (B) is received by the Plan on or before the 60th day after the day it was received by the Member; and
 - (C) would otherwise be includible in gross income.

Notwithstanding subparagraph (B) above, the Administrative Committee may accept a Rollover Contribution more than 60 days after the amount was received by the Member provided the Member has received from the Secretary of the Treasury a waiver of the 60-day requirement, pursuant to Section 402(c)(3)(B) of the Code.

Notwithstanding the foregoing, the Plan shall not accept any amount unless such amount is eligible to be rolled over to a qualified trust in accordance with applicable law and the Member provides evidence satisfactory to the Administrative Committee that such amount qualified for rollover treatment.

Notwithstanding any provision of this section 3.08 to the contrary and subject to the terms of Article 8, in the event an individual who becomes an Employee of an Employer (as defined in Section 1.23) on or after April 17, 2006 and who immediately prior to that date was employed by a business entity acquired by the Company or one of its affiliates (an "Acquired Employee"), and has no more than two loans outstanding under the former 401(k) Plan, the Plan shall accept a direct loan rollover of such outstanding loan notes, provided the loans are not in default as of the date of transfer. Further, in accordance with the rules set forth by the Committee, such individual may not receive a new loan or increase the outstanding loan(s) under the terms of the Plan until such individual's rolled over loans have been repaid in full or otherwise distributed to the individual. Under the terms of the Plan, Members may have a maximum of one outstanding loan, unless and only if a Member is an Acquired Employee involved in a trust to trust transfer or a direct loan rollover as mentioned above in which case the Acquired Employee may have a maximum of two outstanding loans until such rolled over loans are repaid in full or distributed to the individual.

Effective January 1, 2010, the Plan will also accept a rollover contribution to a Roth Deferred Cash Contribution Account only if it is a direct rollover from another Roth Deferred Cash Contribution Account under an applicable retirement plan described in Section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

Effective December 1, 2010, a Member who is then an Employee may elect to roll over a distribution from one or more of his Accounts to his Roth Deferred Cash Contribution Account (an "in-plan Roth rollover") that (1) is otherwise eligible for distribution from the Plan; (2) qualifies as an eligible rollover distribution pursuant to Section 402(c)(4) of the Code; and (3) is not a distribution from the Member's Roth Deferred Cash Contribution Account. Any such in-plan Roth rollover shall be made in accordance with, and treated as a taxable distribution to the extent required by, Section 402A(c)(4) of the Code and any regulations and other guidance issued under that provision.

3.09 Change in Contributions

The percentages of Compensation designated by a Member under Sections 3.01, 3.02, 3.04 and 3.05 shall automatically apply to increases and decreases in his Compensation. A Member may change his election under Sections 3.01, 3.02, 3.04 and 3.05 by giving notice to the Administrative Committee or its designee. The changed percentage shall become effective as soon as administratively practicable following the delivery of such notice.

In addition to the election opportunity for Automatic Contributions under Section 3.03(b), a Covered Member may make a subsequent election to increase or decrease the percentage of Compensation, subject to the terms and conditions provided in the above paragraph.

3.10 Suspension of Contributions

- (a) A Member may suspend his contributions under Section 3.05 and/or revoke his election under Section 3.01, 3.02 or 3.04 at any time by giving notice to the Administrative Committee or its designee. The suspension or revocation shall become effective as soon as administratively practicable following the delivery of such notice.
- (b) A Member who has suspended his contributions under Section 3.05 may elect to have them resumed in accordance with Section 3.05 by giving notice to the Administrative Committee or its designee. A Member who has revoked his election under Section 3.01, 3.02 or 3.04 may elect to resume having his Compensation reduced in accordance with Section 3.01, 3.02 or 3.04 by giving notice to the Administrative Committee or its designee.
- (c) In addition to the election opportunity for Automatic Contributions under Section 3.03(b), a Covered Member may make a subsequent election to revoke the Automatic Contribution Arrangement at any time by giving notice to the Administrative Committee or its designee. Such revocation shall become effective as soon as administratively practicable following the delivery of such notice.

3.11 Actual Deferral Percentage Test

With respect to each Plan Year, the Actual Deferral Percentage for that Plan Year for Highly Compensated Employees who are Members or eligible to become Members for that Plan Year shall not exceed the Actual Deferral Percentage for the preceding Plan Year for all Non-Highly Compensated Employees for the preceding Plan Year who were Members or eligible to become Members during the preceding Plan Year multiplied by 1.25. If the Actual Deferral Percentage for such Highly Compensated Employees does not meet the foregoing test, the Actual Deferral Percentage for such Highly Compensated Employees for that Plan Year may not exceed the Actual Deferral Percentage for the preceding Plan Year for all Non-Highly Compensated Employees for the preceding Plan Year who were Members or eligible to become Members during the preceding Plan Year by more than two percentage points (2%), and such Actual Deferral Percentage for such Highly Compensated Employees for the Plan Year may not be more than 2.0 times the Actual Deferral Percentage for the preceding Plan Year for all Non-Highly Compensated Employees for the preceding Plan Year who were Members or eligible to become Members during the preceding Plan Year (or such lesser amount as the Administrative Committee shall determine to satisfy the provisions of Section 3.13).

Notwithstanding the foregoing, the Employer may elect to use the Actual Deferral Percentage for Non-Highly Compensated Employees for the current Plan Year being tested rather than the preceding Plan Year, provided that such election must be evidenced by a Plan amendment that complies with regulations under Section 401(k) of the Code.

The Administrative Committee may implement rules limiting the Deferred Cash Contributions (including Roth Deferred Cash Contributions) which may be made on behalf of some or all Highly Compensated Employees so that this limitation is satisfied. If the Administrative Committee determines that the limitation under this Section has been exceeded in any Plan Year, the following provisions shall apply:

- (a) The actual deferral ratio of the Highly Compensated Employee with the highest actual deferral ratio shall be reduced to the extent necessary to meet the actual deferral percentage test or to cause such ratio to equal the actual deferral ratio of the Highly Compensated Employee with the next highest ratio. This process will be repeated until the actual deferral percentage test is passed. Each ratio shall be rounded to the nearest one hundredth of one percent (0.01%) of the Member's Statutory Compensation. The amount of Deferred Cash Contributions (and Roth Deferred Cash Contributions) made by each Highly Compensated Employee in excess of the amount permitted under his revised deferral ratio shall be added together. This total dollar amount of excess contributions ("excess contributions") shall then be allocated to some or all Highly Compensated Employees in accordance with the provisions of paragraph (b) below.
- (b) The Deferred Cash Contributions of the Highly Compensated Employee with the highest dollar amount of Deferred Cash Contributions shall be reduced by the lesser of (i) the amount required to cause that Employee's Deferred Cash Contributions to equal the dollar amount of the Deferred Cash Contributions of the Highly Compensated Employee with the next highest dollar amount of Deferred Cash Contributions or (ii) an amount equal to the total excess contributions. This procedure is repeated until all excess contributions are allocated. The amount of excess contributions allocated to a Highly Compensated Employee, together with

Earnings thereon, shall be distributed to him in accordance with the provisions of paragraph (c). In the event a Member has made both Deferred Cash Contributions and Roth Deferred Cash Contributions for the applicable calendar year, the excess deferrals shall be first attributed to the Member's Deferred Cash Contributions.

- (c) The excess contributions shall first be treated as Catch-Up Contributions, to the extent possible under Section 3.02, or as Roth Catch-Up Contributions, to the extent possible under Section 3.04. Any remaining excess contributions, together with Earnings thereon, allocated to a Member shall be paid to the Member before the close of the Plan Year following the Plan Year in which the excess contributions were made, and to the extent practicable, within 2½ months of the close of the Plan Year in which the excess contributions were made. However, any excess contributions for any Plan Year shall be reduced by any Deferred Cash Contributions and Roth Deferred Cash Contributions previously returned to the Member under Section 3.01 for that Plan Year.
- (d) Notwithstanding the provisions of Article 6, if any Deferred Cash Contributions (including Roth Deferred Cash Contributions) are distributed to a Highly Compensated Employee pursuant to this Section 3.11, any Matching Contributions which were credited to such Member's Employer Account in accordance with Section 3.07 as a result of such Deferred Cash Contributions (including Roth Deferred Cash Contributions) having been contributed to the Plan shall be forfeited immediately and applied to reduce Employer contributions or to pay the expenses of the Plan not paid directly by the Employer.

3.12 Contribution Percentage Test

With respect to each Plan Year, the Contribution Percentage for that Plan Year for Highly Compensated Employees who are Members or eligible to become Members for that Plan Year shall not exceed the Contribution Percentage for the preceding Plan Year for all Non-Highly Compensated Employees for the preceding Plan Year who were Members or eligible to become Members during the preceding Plan Year multiplied by 1.25. If the Contribution Percentage for such Highly Compensated Employees does not meet the foregoing test, the Contribution Percentage for such Highly Compensated Employees for that Plan Year may not exceed the Contribution Percentage for the preceding Plan Year for all Non-Highly Compensated Employees for the preceding Plan Year who were Members or eligible to become Members during the preceding Plan Year by more than two percentage points (2%), and such Contribution Percentage for such Highly Compensated Employees for the Plan Year may not be more than 2.0 times the Contribution Percentage for the preceding Plan Year for all Non-Highly Compensated Employees for the preceding Plan Year who were Members or eligible to become Members during the preceding Plan Year (or such lesser amount as the Administrative Committee shall determine to satisfy the provisions of Section 3.13).

Notwithstanding the foregoing, the Employer may elect to use the Contribution Percentage for Non-Highly Compensated Employees for the current Plan Year being tested rather than the preceding Plan Year, provided that such election must be evidenced by a Plan amendment that complies with regulations under Section 401(m) of the Code.

The Administrative Committee may implement rules limiting the After-Tax Contributions and/or Matching Contributions which may be made by or on behalf of some or all Highly Compensated Employees so that this limitation is satisfied. If the Administrative Committee determines that the limitation under this Section 3.12 has been exceeded in any Plan Year, the following provisions shall apply:

- (a) The actual contribution ratio of the Highly Compensated Employee with the highest actual contribution ratio shall be reduced to the extent necessary to meet the test or to cause such ratio to equal the actual contribution ratio of the Highly Compensated Employee with the next highest actual contribution ratio. This process will be repeated until the actual contribution percentage test is passed. Each ratio shall be rounded to the nearest one one-hundredth of one percent (0.01%) of a Member's Statutory Compensation. The amount of After-Tax Contributions and Matching Contributions, if any, made by or on behalf of each Highly Compensated Employee in excess of the amount permitted under his revised actual contribution ratio shall be added together. This total dollar amount of excess contributions ("excess aggregate contributions") shall then be allocated to some or all Highly Compensated Employees in accordance with the provisions of paragraph (b) below.
- (b) The After-Tax Contributions and Matching Contributions, if any, of the Highly Compensated Employee with the highest dollar amount of such contributions shall be reduced by the lesser of (i) the amount required to cause that Employee's After-Tax Contributions and Matching Contributions, if any, to equal the dollar amount of such contributions of the Highly Compensated Employee with the next highest dollar amount of such contributions, or (ii) an amount equal to the total excess aggregate contributions. This procedure is repeated until all excess aggregate contributions are allocated. The amount of excess aggregate contributions allocated to each Highly Compensated Employee, together with Earnings thereon, shall be distributed to the Member. A Highly Compensated Employee who has had the total of his After Tax Contributions and Matching Contributions, if any, reduced in accordance with this Section 3.12 shall have the amount of such reduction applied first to his After-Tax Contributions for the Plan Year and then, to the extent necessary, to his Matching Contributions for the Plan Year.
- (c) Any payment of excess aggregate contributions shall be made before the close of the Plan Year following the Plan Year for which the excess aggregate contributions were made, and to the extent practicable, any payment shall be made within 2½ months of the close of the Plan Year in which the excess aggregate contributions were made. Excess aggregate contributions distributed to Members in accordance with the provisions of paragraph (b) above shall be distributed in the following order: (i) from the Member's Employer Account attributable to Matching Contributions, and (ii) from the Member's Member Account.
- (d) Notwithstanding the provisions of Article 6, if any After-Tax Contributions are distributed to a Highly Compensated Employee pursuant to this Section 3.12, any Matching Contributions which were credited to such Member's Employer Account in accordance with Section 3.07 as a result of such After-Tax Contributions having been contributed to the Plan shall be forfeited immediately and applied to reduce

Employer contributions or to pay the expenses of the Plan not paid directly by the Employer.

3.13 Additional Discrimination Testing Provisions

- (a) If any Highly Compensated Employee is a member of another qualified plan of the Employer or an Affiliated Employer, including an employee stock ownership plan described in Section 4975(e)(7) of the Code but excluding any other qualified plan which must be mandatorily disaggregated under Section 410(b) of the Code, under which deferred cash contributions or matching contributions are made on behalf of the Highly Compensated Employee or under which the Highly Compensated Employee makes after-tax contributions, the Administrative Committee shall implement rules, which shall be uniformly applicable to all employees similarly situated, to take into account all such contributions for the Highly Compensated Employee made for the applicable Plan Year under all such plans in applying the limitations of Sections 3.11 and 3.12.
- (b) In the event that this Plan is aggregated with one or more other plans to satisfy the requirements of Sections 401(a)(4) and 410(b) of the Code (other than for purposes of the average benefit percentage test) or if one or more other plans is aggregated with this Plan to satisfy the requirements of such sections of the Code, then the provisions of Sections 3.11 and 3.12 shall be applied by determining the Actual Deferral Percentage and Contribution Percentage of employees as if all such plans were a single plan. If this Plan is permissively aggregated with any other plan or plans for purposes of satisfying the provisions of Section 401(k)(3) of the Code, the aggregated plans must also satisfy the provisions of Sections 401(a)(4) and 410(b) of the Code as though they were a single plan. Plans may be aggregated under this paragraph (b) only if they have the same plan year.
- (c) The Employer may elect to use Deferred Cash Contributions or Roth Deferred Cash Contributions to satisfy the tests described in Section 3.12, provided that the test described in Section 3.11 is met prior to such election and continues to be met following the Employer's election to shift the application of those Deferred Cash Contributions or Roth Deferred Cash Contributions from Section 3.11 to Section 3.12 and provided further that the tests described in Sections 3.11 and 3.12 are both performed on either a prior year testing method or a current year testing method.
- (d) The Employer may authorize that special "qualified nonelective contributions" shall be made for a Plan Year, which shall be allocated in such amounts and to such Members, who are Non-Highly Compensated Employees, as the Administrative Committee shall determine, provided such allocation procedure complies with the applicable provisions of Treasury Regulation Section 1.401(k)-2(a)(6). The Administrative Committee shall establish such separate accounts as may be necessary. Qualified nonelective contributions shall be 100% nonforfeitable when made. Qualified nonelective contributions made before January 1, 1989 and earnings credited thereon as of that date may be withdrawn by a Member while in service only under the provisions of Section 7.03. Any qualified nonelective contributions made on or after January 1, 1989 and any earnings credited on any qualified nonelective contributions after such date shall only be available for

withdrawal under the provisions of Section 7.03. Qualified nonelective contributions made for the Plan Year may be used to satisfy the tests described in Sections 3.11 and 3.12 where necessary.

- (e) Notwithstanding any provision of the Plan to the contrary, if employees included in a unit of employees covered by a collective bargaining agreement are participating in the Plan and not more than 2 percent of such employees are Highly Compensated Employees and professionals, then such employees shall be disregarded in applying the provisions of Section 3.11 and 3.12. However, a separate actual deferral percentage test must be performed for the group of collective bargaining employees on the basis that those employees are included in a separate cash-or-deferred arrangement, provided such group contains at least one Highly Compensated Employee.
- (f) If the Employer elects to apply the provisions of Section 410(b)(4)(B) to satisfy the requirements of Section 401(k)(3)(A)(i) of the Code, the Employer may apply the provisions of Sections 3.11 and 3.12 by excluding from consideration all eligible employees (other than Highly Compensated Employees) who have not met the minimum age and service requirements of Section 410(a)(1)(A) of the Code.

3.14 Maximum Annual Additions

- (a) The annual addition to a Member's Accounts for any Plan Year, which shall be considered the "limitation year" for purposes of Section 415 of the Code, when added to the Member's annual addition for that Plan Year under any other qualified defined contribution plan of the Employer or an Affiliated Employer, shall not exceed an amount that is equal to the lesser of (i) 100% of his aggregate remuneration for the Plan Year, or (ii) \$53,000, as adjusted in accordance with Section 415(d) of the Code.
- (b) For purposes of this Section, the "annual addition" to a Member's Accounts under this Plan or any other qualified defined contribution plan maintained by the Employer or an Affiliated Employer shall be determined in accordance with (i) and (ii) below:
 - (i) The annual addition shall include all of the following amounts that have been allocated to the Member's Accounts under this Plan or any other qualified defined contribution plan (including a deemed qualified defined contribution plan under a qualified defined benefit plan) maintained by the Employer or an Affiliated Employer:
 - (A) the total Employer contributions made on the Member's behalf by the Employer and all Affiliated Employers;
 - (B) all Deferred Cash Contributions, Roth Deferred Cash Contributions and After-Tax Contributions, including Deferred Cash Contributions distributed under the provisions of Section 3.11 and After-Tax Contributions distributed under the provisions of Section 3.12;
 - (C) forfeitures, if applicable; and

(D) solely for purposes of the dollar limit under clause (ii) of paragraph (a) above, amounts described in Sections 415(l)(1) and 419A(d)(2) allocated to the Member.

(ii) The annual addition shall not include:

(A) Rollover Contributions;

(B) loan repayments made under Article 8;

(C) amounts required to be repaid under Section 6.03 as a condition of the restoration of a Member's forfeited Employer Account balance;

(D) excess deferrals timely distributed from the Plan under Section 3.01(d); and

(E) Catch-Up Contributions (including Roth Catch-Up Contributions).

For purposes of this paragraph (b), any Deferred Cash Contributions or Roth Deferred Cash Contributions distributed under Section 3.11 and any After-Tax Contributions distributed under the provisions of Section 3.01, 3.11 or 3.12 shall be included in the annual addition for the year allocated.

(c) For purposes of this Section, the term "remuneration" with respect to any Member shall mean the wages, salaries, and other amounts paid in respect of such Member by the Employer or an Affiliated Employer for personal services actually rendered, and shall include amounts contributed by the Employer pursuant to a salary reduction agreement which are not includible in the gross income of the employee under Section 125, 132(f), 402(g), 414(v) or 457 of the Code but shall exclude other deferred compensation, stock options, and other distributions which receive special tax benefits under the Code. Remuneration shall also include amounts required to be recognized under the provisions of Section 1.415(c)-2(e) of the Treasury regulations. Remuneration shall not exceed the Annual Dollar Limit.

(d) Notwithstanding the foregoing, to the extent that the annual additions to a Member's Accounts exceed the limitation set forth in paragraph (a), corrections shall be made in a manner consistent with the provisions of the Employee Plans Compliance Resolution System as set forth in Revenue Procedure 2013-12 or any subsequent guidance.

3.15 Return of Contributions

(a) If all or part of the Employer's deductions for contributions to the Plan are disallowed by the Internal Revenue Service, the portion of the contributions to which that disallowance applies shall be returned to the Employer without interest but reduced by any investment loss attributable to those contributions, provided that the contribution is returned within one year after the disallowance of deduction. For this purpose, all contributions made by the Employer are expressly declared to be conditioned upon their deductibility under Section 404 of the Code.

- (b) The Employer may recover without interest the amount of its contributions to the Plan made on account of a mistake of fact, reduced by any investment loss attributable to those contributions, if recovery is made within one year after the date of those contributions.
- (c) In the event that Deferred Cash Contributions made under Section 3.01 (or Roth Deferred Cash Contributions made under Section 3.04) are returned to the Employer in accordance with the provisions of this Section, the elections to reduce Compensation which were made by Members on whose behalf those contributions were made shall be void retroactively to the beginning of the period for which those contributions were made. The Deferred Cash Contributions and Roth Deferred Cash Contributions so returned shall be distributed in cash to those Members for whom those contributions were made, provided, however, that if the contributions are returned under the provisions of paragraph (a) above, the amount of Deferred Cash Contributions and Roth Deferred Cash Contributions to be distributed to Members shall be adjusted to reflect any investment gains or losses attributable to those contributions.

3.16 Contributions during Periods of Military Leave

- (a) Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified uniformed service duty will be provided in accordance with Section 414(u) of the Code. Without regard to any limitations on contributions set forth in this Article 3, a Member who is reemployed and is credited with Vesting Service under the provisions of Section 1.54(b) because of a period of service in the uniformed services of the United States may elect to contribute to the Plan the Deferred Cash Contributions (including Catch-Up Contributions) and/or After-Tax Contributions that could have been contributed to the Plan in accordance with the provisions of the Plan had he remained continuously employed by the Employer throughout such period of absence ("make-up contributions"). On and after January 1, 2010, a Member who elects to make Deferred Cash Contributions and/or Catch-Up Contributions under this paragraph may further elect, pursuant to the provisions of Section 3.04(a), whether those amounts shall be designated as Deferred Cash Contributions or Roth Deferred Cash Contributions. For purposes of determining the amount of make-up contributions a Member may make, his Compensation for the period of absence shall be deemed to be the rate of Compensation he would have received had he remained employed as an Employee for that period or, if such rate is not reasonably certain, on the basis of the Member's rate of compensation during the 12-month period immediately preceding such period of absence (or if shorter, the period of employment immediately preceding such period). Any Deferred Cash Contributions, Catch-Up Contributions, Roth Deferred Cash Contributions, Roth Catch-Up Contributions and/or After-Tax Contributions so determined shall be limited as provided in Sections 3.01, 3.02, 3.04, 3.05, 3.11, and 3.12 with respect to the Plan Year or Years to which such contributions relate rather than the Plan Year in which payment is made. The make-up contributions may be made over a period not to exceed three times the period of military leave or five years, if less, but in no event later than the Member's termination of employment (unless he is subsequently rehired). The make-up period

shall start on the later of: (i) the Member's date of reemployment, or (ii) the date the Employer notifies the Employee of his rights under this Section. Earnings (or losses) on make-up contributions shall be credited commencing with the date the make-up contribution is made in accordance with the provisions of Article 4.

- (b) All contributions under this Section, other than make-up Catch-Up Contributions and make-up Roth Catch-Up Contributions made pursuant to this Section and Sections 3.02 and 3.04 respectively, are considered "annual additions," as defined in Section 415(c)(2) of the Code, and shall be limited in accordance with the provisions of Section 3.13 with respect to the Plan Year or Years to which such contributions relate rather than the Plan Year in which payment is made.

3.17 Earnings on Distribution of Excess Deferrals, Excess Contributions and Excess Aggregate Contributions

Earnings on excess deferrals distributed pursuant to Section 3.01(c), excess contributions distributed pursuant to Section 3.11(b) and (c) and excess aggregate contributions distributed pursuant to Section 3.12(b) shall be determined by multiplying allocable gain or loss on the Deferred Account, the Roth Deferred Cash Contribution Account, and/or the Employer Account attributable to Matching Contributions, as the case may be, (excluding Catch-Up Contributions, Roth Catch-Up Contributions and income attributable to Catch-Up and Roth Catch-Up Contributions) for the Plan Year by a fraction, the numerator of which is the excess deferrals, excess contributions or excess aggregate contributions, as the case may be, for the Plan Year and the denominator of which is the Deferred Account, the Roth Deferred Cash Contribution Account, and/or the Employer Account attributable to Matching Contributions balance at the end of the Plan Year, disregarding any income or loss occurring during the Plan Year.

ARTICLE 4: INVESTMENT OF CONTRIBUTIONS

4.01 Investment Funds

- (a) Members' Accounts shall be invested in one or more Investment Funds, including BrokerageLink, the self-directed brokerage option offered by Fidelity Brokerage Services, LLC, as authorized by the Chairman of the Board of Directors or his designee.
- (b) The Trustee may keep such amounts of cash as they, in their sole discretion, shall deem necessary or advisable as part of the Funds, all within the limitations specified in the trust agreement.
- (c) Dividends, interest, and other distributions received on the assets held by the Trustee in respect to each of the above Funds shall be reinvested in the respective Fund.

4.02 Investment of Members' Accounts

A Member shall elect to have his Accounts invested in accordance with one of the following options:

- (a) 100% in one of the available Investment Funds;
- (b) in more than one Investment Fund allocated in multiples of 1%.

If a Member fails to make an election with respect to the investment of his Accounts, such Member shall be deemed to have elected the investment of his Accounts in the Investment Fund that is intended to provide for stability of principal, or in such other Investment Fund as the Administrative Committee may direct.

4.03 Responsibility for Investments

Each Member is solely responsible for the selection of his investment options. The Trustee, the Administrative Committee, the Employer, and the officers, supervisors and other employees of the Employer are not empowered to advise a Member as to the manner in which his Accounts shall be invested. The fact that an Investment Fund is available to Members for investment under the Plan shall not be construed as a recommendation for investment in that Investment Fund.

4.04 Change of Election for Current and Future Contributions

A Member may change his investment election under Section 4.02 in multiples of 1% at any time, provided, however, that the Administrative Committee may, from time to time establish a limit on the number of such changes that may be made in a calendar year. The changed investment election shall become effective as soon as administratively practicable, and shall be effective only with respect to subsequent contributions.

4.05 Reallocation of Accounts Among the Funds

Subject to any administrative restrictions determined by the Administrative Committee, a Member may reallocate his investment account in multiples of 1% at any time, provided, however, that the Administrative Committee may, from time to time establish a limit on the number of such changes that may be made in a calendar year. The reallocation election shall become effective as soon as administratively practicable.

4.06 Limitations Imposed by Contract

Notwithstanding anything in this Article to the contrary, any contributions invested in any investment contract shall be subject to any and all terms of such contract, including any limitations placed on the exercise of any rights otherwise granted to a Member under any other provisions of this Plan with respect to such contributions.

4.07 ERISA Section 404(c) Compliance

This Plan is intended to constitute a plan described in Section 404(c) of ERISA.

4.08 Investment Advice Arrangement

The Administrative Committee may authorize that the Plan provide Members with a discretionary eligible investment advice arrangement, within the meaning of and in accordance with Section 408(g) of ERISA and Section 4975(f)(8) of the Code, the fees for which may be charged against the Accounts of each Member who elects to enroll in such arrangement.

ARTICLE 5: VALUATION OF THE ACCOUNTS

5.01 Valuation of Member Accounts

- (a) The Trustee shall value the Funds at least monthly. On each Valuation Date, the Accounts of a Member in each Fund shall equal:
 - (i) the Member's account balance in his Accounts as of the immediately preceding Valuation Date; less
 - (ii) any distributions from the Member's Accounts since the immediately preceding Valuation Date; plus
 - (iii) the amount of contributions, if any, made by or on behalf of the Member to that Fund since the immediately preceding Valuation Date; plus
 - (iv) the net earnings or losses, after adjusting for expenses, if any, since the immediately preceding Valuation Date.
- (b) Whenever an event requires a determination of the value of the Member's Accounts, the value shall be computed as of the Valuation Date coincident with or immediately following the date of determination, subject to the provisions of Section 5.02.

5.02 Right to Change Procedures

The Administrative Committee reserves the right to change from time to time the procedures used in valuing the Accounts or crediting (or debiting) the Accounts if it determines, after due deliberation and upon the advice of counsel and/or the current recordkeeper, that such an action is justified in that it results in a more accurate reflection of the fair market value of assets. In the event of a conflict between the provisions of this Article and such new administrative procedures, those new administrative procedures shall prevail.

5.03 Statement of Accounts

A Member (or, in the event of the death of the Member, a Beneficiary) shall be furnished with a statement setting forth the value of his Accounts, the Vested Portion of his Accounts, and such other information as required under Section 105(a) of ERISA. Such statement shall be furnished in the time and manner prescribed by Section 105(a) of ERISA and related guidance thereto.

ARTICLE 6: VESTED PORTION OF ACCOUNTS

6.01 Member Account, Deferred Account, Roth Deferred Cash Contribution Account and Rollover Contributions Account

A Member shall at all times be 100% vested in, and have a nonforfeitable right to, his Member Account, his Deferred Account, his Catch-Up Account, his Roth Deferred Cash Contribution Account, his Roth Catch-Up Account and his Rollover Contributions Account.

6.02 Employer Account

- (a) (i) As of December 31 of each year prior to January 1, 1995 a Member shall become vested with respect to 25% of the value of the total Matching Contributions made in his behalf for that portion of the year. As of each succeeding December 31, prior to January 1, 1998 such Member shall become vested with respect to an additional 25% of the value of such Matching Contributions until, on December 31 of the third calendar year following the year for which the Matching Contributions were made, such Member shall become vested in 100% of the value of such Matching Contributions made on his behalf.
- (ii) Notwithstanding any other provision of the Plan to the contrary, a Member shall be 100% vested in, and have a nonforfeitable right to, the value of Matching Contributions and CW Savings Contributions made on his behalf on or after January 1, 2014, upon the completion of 3 years of Vesting Service.
- (iii) Notwithstanding the provisions of subsection (a)(ii) above, a Member whose date of hire, rehire or transfer to an Employer that had adopted the EMS Plan was on or before December 31, 2013, other than a member of a unit of Employees covered by a collective bargaining agreement, with the exception of the collective bargaining agreement covering Employees of the Engineered Pump Division of the Employer that had adopted the EMS Plan, will become vested in the value of Matching Contributions made on his behalf and the value of his Employer Account attributable to employer matching contributions made on his behalf under the EMS Plan in accordance with the following schedule:

<u>Years of Vesting Service</u>	<u>Vested Percentage</u>
Less than 1	0%
1 but less than 2	20%
2 but less than 3	40%
3 or more	100%

- (iv) Notwithstanding the provisions of subsection (a)(ii) above, a Member whose date of hire, rehire or transfer to an Employer that had adopted the EMS

Plan was on or before December 31, 2013, and who is a member of a unit of Employees covered by a collective bargaining agreement, with the exception of the collective bargaining agreement covering Employees of the Engineered Pump Division of the Employer that had adopted the EMS Plan, will become vested in the value of his Employer Account attributable to employer matching contributions made on his behalf under the EMS Plan in accordance with the following schedule:

<u>Years of Vesting Service</u>	<u>Vested Percentage</u>
Less than 1	0%
1 but less than 2	20%
2 but less than 3	40%
3 but less than 4	60%
4 but less than 5	80%
5 or more	100%

- (v) Notwithstanding the provisions of subsections (a)(i), (ii), (iii) and (iv) above, a Member shall be 100% vested in, and have a nonforfeitable right to, Matching Contributions and CW Savings Contributions upon death (including death while performing qualified military service, pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008), Disability, or the attainment of his 65th birthday.
 - (vi) Notwithstanding any other provision of the Plan to the contrary, a Member who was employed by the Employer's Benshaw business unit on and before June 30, 2014 shall be 100% vested in, and have a nonforfeitable right to, all amounts credited to his Accounts under the Plan.
 - (vii) Notwithstanding any other provision of the Plan to the contrary, a Member who was employed by Groth Equipment Corporation of Louisiana or TAPCO International, Inc. on and before May 31, 2015 shall be 100% vested in, and have a nonforfeitable right to, all amounts credited to his Accounts under the Plan.
 - (viii) Notwithstanding any other provision of the Plan to the contrary, a Member who was employed by the Engineered Packaging Division unit, formerly Hybricon Corporation, of Littleton, Massachusetts on and before June 30, 2015 shall be 100% vested in, and have a nonforfeitable right to, all amounts credited to his Accounts under the Plan.
- (b) The extent to which a Member who was formerly employed by an entity that was acquired by the Employer, or who is employed by the Employer at the operations and facilities that were acquired by the Employer from another entity, shall become vested with respect to the value of Matching Contributions, if any, made on his behalf that are described in Appendix A shall be determined in accordance with the applicable provisions of Appendix A.

- (c) For purposes of this Section 6.02, the "value" of Matching Contributions and CW Savings Contributions shall mean the amount of Matching Contributions and CW Savings Contributions adjusted for an allocable share of earnings, losses and expenses in accordance with Section 5.01(a)(iv), as of each Valuation Date.

6.03 Disposition of Forfeitures

- (a) Upon termination of employment of a Member who was not fully vested in his Employer Account, the non-vested portion of his Employer Account shall be forfeited at the earlier of the date the Member (i) receives a distribution of the Vested Portion of his Accounts or (ii) incurs five consecutive One-Year Periods of Severance. For purposes of this Section 6.03, a One-Year Period of Severance is a 12-consecutive month period beginning on an Employee's Severance Date and ending on the anniversary of such date during which the Employee does not perform an Hour of Service. If an Employee is absent from work due to (iii) pregnancy of the Employee, (iv) birth of a child of the Employee, (v) placement of a child with the Employee in connection with the adoption of such child by the Employee or (vi) the Employee's caring for a child during the period immediately following the birth or adoption, the 12-consecutive month period beginning on the first day of the absence shall not constitute a One-Year Period of Severance. Any period of absence included as Vesting Service pursuant to the provisions of Section 1.54(b) or (c) shall not be taken into account in determining whether a One-Year Period of Severance has occurred. Any amounts forfeited pursuant to this subsection shall be applied to reduce Employer contributions or to pay the expenses of the Plan not paid directly by the Employer. If the amount of the Vested Portion of a Member's Employer Account at the time of his termination of employment is zero and the Member had not at any time made Deferred Cash Contributions to the Plan, the Member shall be deemed to have received a distribution of such zero vested benefit.
- (b) If an amount of a Member's Employer Account has been forfeited in accordance with subsection (a) above, that amount shall be subsequently restored to the Member's Employer Account provided that:
 - (i) he is reemployed by the Employer or an Affiliated Employer prior to incurring five consecutive One-Year Periods of Severance and
 - (ii) he repays to the Plan during his period of reemployment and within five years of his date of reemployment an amount in cash equal to the full amount distributed to him from the Plan on account of his termination of employment. Repayment shall be made in one lump sum.
- (c) In the event that any amounts to be restored by the Employer to a Member's Employer Account have been forfeited under subsection (a) above, those amounts shall be taken first from any forfeitures which have not as yet been applied against Employer contributions or used to pay expenses of the Plan not paid directly by the Employer, and if any amounts remain to be restored, the Employer shall make a special Employer contribution equal to those amounts.

- (d) A repayment shall be invested in the available Investment Funds as the Member elects (or is deemed to have elected pursuant to Section 4.02) at the time of repayment.
- (e) To the extent there are any forfeitures in the Acquired Forfeiture Account, such forfeitures shall be applied to offset Plan expenses under Section 11.04.

ARTICLE 7: WITHDRAWALS WHILE STILL EMPLOYED

7.01 Withdrawal of After-Tax Contributions

A Member may withdraw up to one hundred percent (100%) of the value of his After-Tax Contributions at the time of withdrawal, for any reason that the Member deems to constitute a financial emergency, by providing notice to the Administrative Committee or its designee.

7.02 Withdrawal of Rollover Contributions Account

A Member may withdraw all or any portion of his Rollover Contributions Account at any time by providing notice to the Administrative Committee or its designee.

7.02A Withdrawal of Certain Contributions Under the EMS Plan

A Member who is 100% vested in the value of Matching Contributions made on his behalf may withdraw all or any portion of his Employer Account attributable to employer matching contributions made on his behalf under the EMS Plan on or before December 31, 2013 at any time by providing notice to the Administrative Committee or its designee.

7.03 Withdrawal After Age 59½

A Member who shall have attained age 59½ as of the effective date of any withdrawal pursuant to this Section may, subject to Section 7.05, elect to withdraw at any time and, in any order of priority he chooses, (a) all or part of his Deferred Account; (b) all or part of his Catch-Up Account; (c) all or part of his Rollover Contributions Account; (d) all or part of the Vested Portion of his Employer Account, (e) all or part of his Member Account; (f) all or part of his Roth Deferred Cash Contribution Account and (g) all or part of his Roth Catch-Up Account. Notwithstanding the foregoing, no withdrawal may be made from the Member's Roth Deferred Cash Contribution Account or the Member's Roth Catch-Up Account unless the withdrawal is made after the close of the five-consecutive-calendar-year period that began on the first day of the first calendar year in which the Member made a Roth Deferred Cash Contribution (or a Roth Catch-Up Contribution) to this Plan or to any plan from which a direct rollover of Roth Deferred Cash Contributions was made under the provisions of Section 3.08.

7.04 Hardship Withdrawal

- (a) A Member who has withdrawn the total amount available for withdrawal under the preceding Sections of this Article may, subject to Section 7.05, elect to withdraw

not more than once in a Plan Year all or part of the Deferred Cash Contributions (including Catch-Up Contributions, Roth Deferred Cash Contributions and Roth Catch-Up Contributions) made on his behalf to his Deferred Account (his Catch-Up Account, his Roth Deferred Cash Contribution Account and his Roth Catch-Up Account) upon furnishing proof of "Hardship" satisfactory to the Administrative Committee or its designee in accordance with the provisions of paragraphs (b) and (c) below.

- (b) As a condition for Hardship there must exist with respect to the Member an immediate and heavy need to draw upon his Accounts.
- (i) Such immediate and heavy need shall exist only if the requested withdrawal is on account of any of the following:
- (A) expenses for (or necessary to obtain) medical care that would be deductible under Section 213(d) of the Code (determined without regard to whether the expenses exceed 7.5 percent of adjusted gross income);
 - (B) costs directly related to the purchase of a principal residence of the Member (excluding mortgage payments);
 - (C) payment of tuition and related educational fees, and room and board expenses, for the next 12 months of post-secondary education of the Member, his spouse, children or dependents (as defined in Section 152 of the Code and determined without regard to Sections 152(b)(1), (b)(2) and (d)(1)(B) of the Code);
 - (D) payment of amounts necessary to prevent eviction of the Member from his principal residence or to avoid foreclosure on the mortgage of his principal residence;
 - (E) payments for burial or funeral expenses for the Member's deceased parent, spouse, children or dependents (as defined in Section 152 of the Code and without regard to Section 152(d)(1)(B) of the Code); or
 - (F) expenses for the repair of damages to the Member's principal residence that would qualify for the casualty deduction under Section 165 of the Code (determined without regard to whether the loss exceeds 10 percent of the Member's adjusted gross income).
- (ii) The amount of withdrawal may not be in excess of the amount of the immediate and heavy financial need of the Member, including any amounts necessary to pay any Federal, state or local income taxes or penalties reasonably anticipated to result from the distribution.
- (iii) The Member shall furnish to the Administrative Committee or its designee such supporting documents as the Administrative Committee may request

in accordance with uniform and nondiscriminatory rules prescribed by the Administrative Committee or its designee.

- (c) As a condition for Hardship, the Member must demonstrate that the requested withdrawal is necessary to satisfy the financial need described in paragraph (b) above. To demonstrate such necessity, the Member must request, on such form as the Administrative Committee or its designee shall prescribe, that the Administrative Committee or its designee make its determination of the necessity for the withdrawal solely on the basis of his application. In that event, the Administrative Committee or its designee shall make such determination, provided both of the following requirements are met:
- (i) the Member has obtained all distributions, other than distributions available only on account of hardship, and all nontaxable loans currently available under all plans of the Employer and Affiliated Employers, provided that the Administrative Committee or its designee determines that the effect of obtaining such loan would not be to increase the amount of the financial need described in paragraph (b) above; and
 - (ii) the Member is prohibited from making Deferred Cash Contributions, Catch-Up Contributions, Roth Deferred Cash Contributions, Roth Catch-Up Contributions, and After-Tax Contributions to the Plan for six months, and to all other plans of the Employer and Affiliated Employers under the terms of such plans or by means of an otherwise legally enforceable agreement for at least six months after receipt of the distribution.

For purposes of clause (ii), "all other plans of the Employer and Affiliated Employers" shall include stock option plans, stock purchase plans, qualified and non-qualified deferred compensation plans, and such other plans as may be designated under regulations issued under Section 401(k) of the Code, but shall not include health and welfare benefit plans or the mandatory employee contribution portion of a defined benefit plan.

7.05 Procedures and Restrictions

If a loan and a hardship withdrawal are processed as of the Valuation Date, the amount available for the hardship withdrawal will equal the Vested Portion of the Member's Accounts on such Valuation Date reduced by the amount of the loan. The amount of the withdrawal shall be allocated between and among the Investment Funds in proportion to the value of the Member's Accounts from which the withdrawal is made in each Investment Fund as of the date of the withdrawal. Subject to the provisions of Section 9.08, all payments to Members under this Article shall be made in cash as soon as practicable.

7.06 Determination of Vested Portion of Employer Account

If a Member is not fully vested in his Employer Account at the time he makes a withdrawal from that Account under this Article 7, as of any subsequent Valuation Date such Member's Vested Portion of his Employer Account shall be determined in accordance with the following formula:

$$X = P \times (AB+D) - D,$$

where X is the value of the Member's Vested Portion of such Account, P is the nonforfeitable percentage at the relevant time, AB is the value of his Employer Account at the relevant time, and D is the amount of the prior distribution from such Account.

7.07 Separate Contracts.

For purposes of Section 72 of the Code, a Member's Member Account shall constitute a separate contract, the Member's Roth Deferred Cash Contribution Account shall constitute a separate contract and the remaining amounts in the Plan with respect to a Member shall constitute another separate contract.

7.08 Active Military Duty Withdrawals.

- (a) A Member who is on active military duty for more than 30 days may request a distribution of all or a portion of his Deferred Account, his Catch-Up Account, his Roth Deferred Cash Contributions Account and his Roth Catch-Up Account.
- (b) A Member who takes such a distribution shall be prohibited from making Deferred Cash Contributions, Catch-Up Contributions, Roth Deferred Cash Contributions, Roth Catch-Up Contributions and After-Tax Contributions to the Plan and all other plans of the Employer and Affiliated Employers under the terms of such plans or by means of an otherwise legally enforceable agreement for at least 6 months after receipt of the distribution.
- (c) Any distribution made under this Section shall be subject to the additional tax on early distributions under Section 72(t) of the Code, unless the distribution is a "qualified reservist distribution" as that term is defined under the Heroes Earnings Assistance and Relief Tax Act of 2008.

ARTICLE 8: LOANS TO MEMBERS

8.01 Availability

The Plan offers a loan program to Members who are Employees of the Employer or an Affiliated Employer. Loans shall be available to Members on a uniform and nondiscriminatory basis.

8.02 Terms and Conditions

Member loans from the Plan shall be granted, and the loan program shall be administered, in accordance with and pursuant to the terms and conditions set forth in the Loan Policy, a separate document incorporated by reference into the Plan. Loan repayments shall be suspended, reamortized, and resumed as permitted under Code Section 414(u) in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 and in accordance with the Servicemembers Civil Relief Act of 2003 for a Member who enters active duty with the uniformed services of the United States.

ARTICLE 9: DISTRIBUTION OF ACCOUNTS UPON TERMINATION OF EMPLOYMENT, disability or DEATH

9.01 Eligibility

Upon a Member's termination of employment, permanent Disability or death, the Vested Portion of his Accounts, as determined under Article 6, shall be distributed as provided in this Article.

9.02 Form of Distribution

- (a) Except as provided in paragraph (b) below, distribution of the Vested Portion of a Member's Accounts shall be made to the Member (or to his Beneficiary, in the event of death) in a cash lump sum.
- (b) The following rules shall apply if a Member's employment with the Employer and all Affiliated Employers terminates on or after August 10, 2012, and such Member is age 55 or over on his employment termination date (a "Senior Member"):
 - (i) A Senior Member may elect to have the Vested Portion of his Accounts distributed in accordance with one of the following options:
 - (A) A cash lump sum payment.
 - (B) Monthly or annual installments, the number or dollar amount of which is determined by the Senior Member prior to the date as of which distribution commences. Installments will begin as soon as practicable after the request is received from the Senior Member and approved by the Plan Administrator. Each subsequent annual installment will be processed as soon as practicable on or after each anniversary of the first payment. Monthly installments shall be processed as soon as practicable on or after the 15th day of each calendar month. All payments under this option will be made in cash.

A Senior Member who elects to receive monthly or annual installments pursuant to this paragraph (b)(i)(B) may cancel or change such election at any time.

If a Senior Member receiving installment payments is rehired by an Employer, any remaining installment payments will cease upon his reemployment. Upon his subsequent termination of employment, such Senior Member shall make a new election regarding the manner in which the remaining Vested Portion of his Accounts shall be distributed at that time.

In no event shall the total amount paid as installments in a calendar year be less than the amount required under Section 401(a)(9) of

the Code and regulations issued thereunder, as described in Section 9.07.

- (ii) If the total value of a Senior Member's Accounts exceeds \$1,000 and the designated Beneficiary is the surviving spouse of the Senior Member, the surviving spouse may elect a total distribution or may elect to leave his Accounts in the Plan. If the surviving spouse elects to leave his Accounts in the Plan, he shall be treated as a Senior Member and the investment and payment options which are available to a Senior Member shall be available to the surviving spouse.
- (iii) A Member who incurs a Disability shall be treated for the purposes of this Article 9 in the same manner as a Senior Member and he or his surviving spouse shall be entitled to the same options set forth above in subsection (b)(i) and (b)(ii), whichever is applicable.

9.03 Date of Payment of Distribution

- (a) Except as otherwise provided in this Article, distribution of the Vested Portion of a Member's Accounts shall be made as soon as administratively practicable following the later of (i) the Member's termination of employment or (ii) the 65th anniversary of the Member's date of birth (but not more than 60 days after the close of the Plan Year in which the later of (i) or (ii) occurs), unless an election is made under paragraph (b) below.
- (b) In lieu of a distribution as described in paragraph (a) above, a Member may, in accordance with such procedures as the Administrative Committee shall prescribe, elect to have the distribution of the Vested Portion of his Accounts made as of any Valuation Date coincident with or following his termination of employment which is before or after the date described in paragraph (a) above, subject to the provisions of Sections 9.04 and 9.07.
- (c) Notwithstanding the provisions of subsections (a) and (b), if the value of the Vested Portion of the Member's Accounts (including his Rollover Contributions Account) is less than \$1,000, a lump sum payment shall automatically be made as soon as administratively practicable following the Member's termination of employment.
- (d) In the case of the death of a Member before the distribution of his Accounts, the Vested Portion of his Accounts shall be distributed to his Beneficiary as soon as administratively practicable following the Member's date of death

9.04 Age 70½ Required Distribution

- (a) Notwithstanding any provision of the Plan to the contrary, if a Member is a five percent owner (as defined in Section 416(i) of the Code), distribution of the Member's Accounts shall begin no later than the April 1 following the calendar year in which he attains age 70½. No minimum distribution payments under the provisions of Section 401(a)(9) of the Code will be made to a Member during his employment

with the Employer or an Affiliated Employer on or after January 1, 1998, if the Member is not a 5 percent owner as defined above. Such Member may, however, elect to receive in-service withdrawals in accordance with the provisions of Article 7 while he remains in service.

- (b) In the event a Member in active service is required to begin receiving payments while in service under the provisions of paragraph (a) above, the Member may elect to receive payments while in service in accordance with option (i) or (ii), as follows:
- (i) A Member may receive one lump sum payment on or before the Member's required beginning date equal to his entire Account balance and annual lump sum payments thereafter of amounts accrued during each calendar year; or
 - (ii) A Member may receive annual payments of the minimum amount necessary to satisfy the minimum distribution requirements of Section 401(a)(9) of the Code. With respect to distribution calendar years commencing on and after January 1, 2002, such minimum amount shall be the lesser of:
 - (A) the quotient obtained by dividing the Member's Accounts by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Member's age as of the Member's birthday in the distribution calendar year; or
 - (B) if the Member's sole designated beneficiary for the distribution calendar year is the Member's spouse, the quotient obtained by dividing the Member's Accounts by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Member's and spouse's attained ages as of the Member's and the spouse's birthdays in the distribution calendar year.

An election under this Section shall be made by a Member by giving written notice to the Administrative Committee within the 90-day period prior to his required beginning date. The amount of the withdrawal shall be allocated between the Investment Funds in proportion to the value of the Member's Accounts as of the date of each withdrawal from which amounts are withdrawn. The commencement of payments under this Section shall not constitute an Annuity Starting Date for purposes of Sections 72, 401(a)(11), and 417 of the Code. Upon the Member's subsequent termination of employment, payment of the Member's Accounts shall be made in accordance with the provisions of Section 9.02. In the event a Member fails to make an election under this Section, payment shall be made in accordance with clause (ii) above.

- (c) For purposes of paragraph (b) above, the following definitions apply:
- (i) "Designated beneficiary" means the individual who is designated as the Beneficiary and is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-4, Q&A-1 of the Treasury regulations.

- (ii) "Distribution calendar year" means a calendar year for which a minimum distribution is required. The first distribution calendar year is the calendar year in which the applicable Member in active service attains age 70½.
- (iii) "Life expectancy" means life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.
- (iv) "Member's Accounts" means the balance of the Member's Accounts as of the last Valuation Date in the calendar year immediately preceding the distribution calendar year ("valuation calendar year") increased by the amount of contributions made and allocated or forfeitures allocated to the Member's Accounts as of dates in the valuation calendar year after such last Valuation Date and decreased by distributions made in the valuation calendar year after such last Valuation Date. The Member's Accounts for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

Required minimum distributions will be determined under paragraph (b) above beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Member's date of death.

In the event a Member fails to make an election under this Section 9.04, payment shall be made in accordance with clause (b)(i) above.

The amount of the withdrawal shall be allocated among the Investment Funds in proportion to the value of the Member's Accounts as of the date of each withdrawal. An election under this Section 9.04 shall be made by a Member by giving written notice to the Administrative Committee within the 90-day period prior to his required beginning date. The commencement of payments under this Section 9.04 shall not constitute an Annuity Starting Date for purposes of Sections 72, 401(a)(11) and 417 of the Code. Upon the Member's subsequent termination of employment, payment of the Member's Accounts shall be made in accordance with the provisions of Section 9.02.

9.05 Status of Accounts Pending Distribution

Until distributed under Section 9.03 or 9.04 the Accounts of a Member who is entitled to a distribution shall continue to be invested as part of the funds of the Plan and the Member shall retain investment transfer rights as described in Section 4.05 during the deferral period.

9.06 Proof of Death and Right of Beneficiary or Other Person

The Administrative Committee may require and rely upon such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of the Accounts of a deceased Member as the Administrative Committee may deem proper and its determination of the right of that Beneficiary or other person to receive payment shall be conclusive.

9.07 Distribution Limitation

Notwithstanding any other provision of this Article 9, all distributions from this Plan shall conform to the regulations issued under Section 401(a)(9) of the Code, including the incidental death benefit provisions of Section 401(a)(9)(G) of the Code. Such requirements shall be administered in accordance with the regulations issued under Section 401(a)(9) of the Code, as follows:

- (a) With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2001, the Plan will apply the minimum distribution requirements of Section 401(a)(9) of the Code in accordance with the Treasury Regulations under Section 401(a)(9) that were proposed on January 17, 2001.
- (b) With respect to distributions made for distribution calendar years beginning on and after January 1, 2002, the Plan will apply the minimum distribution requirements of Section 401(a)(9) of the Code in accordance with the regulations under Section 401(a)(9) that were issued April 17, 2002, as prescribed in Section 9.04.

The provisions of Section 401(a)(9) of the Code and the regulations thereunder shall override any Plan provision that is inconsistent with Section 401(a)(9) of the Code.

9.08 Direct Rollover of Certain Distributions

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrative Committee, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. The following definitions apply to the terms used in this Section:

- (a) "Eligible rollover distribution" means any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:
 - (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more;
 - (ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code;
 - (iii) after-tax amounts (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities) unless such amount is rolled over or transferred (i.e., directly rolled over) to an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, or a Roth individual retirement account described in Section 408A(b) of the Code, or transferred (i.e., directly rolled over) to:
 - (A) any qualified plan described in Section 401(a) of the Code; or

(B) an annuity plan described in Section 403(b) of the Code

provided that a plan described in subparagraph (A) or (B) above agrees to separately account for such after-tax amount and earnings thereon; and

(iv) any in-service withdrawal that is made on account of hardship.

(b) "Eligible retirement plan" means any of the following types of plans that accept the distributee's eligible rollover distribution:

(i) a qualified plan described in Section 401(a) of the Code;

(ii) an annuity plan described in Section 403(a) of the Code;

(iii) an individual retirement account or individual retirement annuity described in Section 408(a) or 408(b) of the Code, respectively;

(iv) an annuity contract described in Section 403(b) of the Code;

(v) an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan; and

(vi) a Roth individual retirement account described in Section 408A of the Code.

(a) "Distributee" means an Employee or former Employee. In addition, solely for purposes of paragraph (a) above, the Employee's or former Employee's surviving spouse, the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order as defined in Section 414(p) of the Code are distributees with regard to the interest of the spouse or former spouse, or a non-spouse Beneficiary; and

(d) "Direct rollover" means a payment by the Plan to the eligible retirement plan specified by the distributee.

Notwithstanding the above, a direct rollover of a distribution from a Roth Deferred Cash Contribution Account will only be made to another Roth Deferred Cash Contribution Account under an applicable retirement plan described in Section 402A(e)(1) of the Code or to a Roth IRA described in Section 408A of the Code, and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

9.09 Waiver of Notice Period

If the value of the vested portion of a Member's Accounts exceeds \$1,000, an election by the Member to receive a distribution prior to age 65 shall not be valid unless the written election is made (a) after the Member has received the notice required under Section 1.411(a)-11(c) of the Income Tax Regulations and (b) within a reasonable time before the effective date of the commencement of the distribution as prescribed by said regulations. Notwithstanding the foregoing

sentence, such distribution may commence less than 30 days after the notice required under Section 1.411(a)-11(c) of the Income Tax Regulations is given, provided that:

- (a) the Administrative Committee clearly informs the Member that he has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and
- (b) the Member, after receiving the notice under Sections 411 and 417, affirmatively elects a distribution.

9.10 Worker, Retiree, and Employer Recovery Act of 2008

Notwithstanding any provision of the Plan to the contrary, a Member who had terminated employment and who would, but for the enactment of the Worker, Retiree, and Employer Recovery Act of 2008, have been required to take a distribution of the Vested Portion of his Account pursuant to Sections 9.04 and 9.07 during the Plan Year beginning on January 1, 2009, may have elected to receive a single lump sum payment of all or a portion of the entire Vested Portion of his Account. Such distribution shall not have been considered a minimum distribution payment under Section 401(a)(9) of the Code if made on or before December 31, 2009.

ARTICLE 10: ADMINISTRATION OF PLAN

10.01 Appointment of Administrative Committee

The general administration of the Plan and the responsibility for carrying out the provisions of the Plan shall be placed in an Administrative Committee of not less than three persons appointed from time to time by the Chairman of the Board of Directors or his designee to serve at the pleasure of such President or his designee. Any person who is appointed a member of the Administrative Committee shall signify his acceptance by filing written acceptance with the President or his designee. Any member of the Administrative Committee may resign by delivering his written resignation to the President or his designee. Vacancies shall be filled by the President or his designee.

10.02 Duties of Administrative Committee

The Administrative Committee (or its delegate) may act on the Company's behalf as the sponsor and "named fiduciary" of the Plan with respect to Plan administrative matters. Acting on behalf of the Company, and subject to the terms of the Plan, the Trust Agreement and applicable resolutions of the Board, the Administrative Committee (or its delegate) has full and absolute discretion and authority to control and manage the operation and administration of the Plan, and to interpret and apply the terms of the Plan and the Trust Agreement. This full and absolute discretion and authority includes, but is not limited to, the power to:

- (a) interpret, construe, and apply the provisions of the Plan and Trust Agreement, and any construction adopted by the Administrative Committee in good faith shall be final and binding;

- (b) adopt Plan amendments that (1) are required by ERISA or other applicable law or regulation governing qualification of employee benefit plans, or are necessary for Plan administration, and which do not materially increase costs to the Plan or the Company or materially change Members' benefits under the Plan, (2) implement special rules in Section 12.03 for acquisitions, sales, and other dispositions, or (3) clarify ambiguous or unclear Plan provisions; provided that such amendments will be made in writing and will be made according to procedures established by the Administrative Committee;
- (c) review appeals from the denial of benefits;
- (d) change or terminate the existing Investment Fund options offered under the Plan or establish additional Investment Fund options;
- (e) appoint and dismiss Investment Managers (as described by section 3(38) of ERISA) and the Trustee;
- (f) provide guidelines and directions to, and monitor the performance of, Investment Managers and the Trustee; and
- (g) manage the cost and financial aspects of the Plan.

The Administrative Committee may employ, appoint, and dismiss advisors and advisory Administrative Committees as the Administrative Committee deems necessary to carry out the provisions of the Plan and the Trust Agreement, including attorneys, accountants, actuaries, clerks, or other agents, and may delegate any of its authority and duties to such persons.

10.03 Individual Accounts

The Administrative Committee shall maintain, or cause to be maintained, records showing the interests in the Trust Fund of all Members, former Members or Beneficiaries, and the individual balances in each Member's Accounts. However, maintenance of those records and Accounts shall not require any segregation of the funds of the Plan.

10.04 Meetings

The Administrative Committee shall hold meetings upon such notice, at such place or places, and at such time or times as it may from time to time determine.

10.05 Action of Majority

Any act which the Plan authorizes or requires the Administrative Committee to do must be done by a majority of its members. The action of that majority expressed from time to time by a vote at a meeting or in writing without a meeting shall constitute the action of the Administrative Committee and shall have the same effect for all purposes as if assented to by all members of the Administrative Committee at the time in office.

10.06 Compensation and Bonding

No member of the Administrative Committee shall receive any compensation from the Plan for his services as such. Except as may otherwise be required by law, no bond or other security need be required of any member in that capacity in any jurisdiction.

10.07 Establishment of Rules

Subject to the limitations of the Plan, the Administrative Committee from time to time shall establish rules for the administration of the Plan and the transaction of its business. The Administrative Committee shall have discretionary authority to construe and interpret the Plan (including, but not limited to, determination of an individual's eligibility for Plan participation, the right and amount of any benefit payable under the Plan and the date on which any individual ceases to be a Member). The determination of the Administrative Committee as to the interpretation of the Plan or any disputed question shall be conclusive and final to the extent permitted by applicable law.

10.08 Prudent Conduct

The members of the Administrative Committee shall use that degree of care, skill, prudence and diligence that a prudent man acting in a like capacity and familiar with such matters would use in his conduct of a similar situation.

10.09 Service in More Than One Fiduciary Capacity

Any individual, entity or group of persons may serve in more than one fiduciary capacity with respect to the Plan and/or the funds of the Plan.

10.10 Limitation of Liability

The Employer, the Board of Directors, the members of the Administrative Committee, and any officer, employee or agent of the Employer shall not incur any liability individually or on behalf of any other individuals or on behalf of the Employer for any act or failure to act, made in good faith in relation to the Plan or the funds of the Plan. However, this limitation shall not act to relieve any such individual or the Employer from a responsibility or liability for any fiduciary responsibility, obligation or duty under Part 4, Title I of ERISA.

10.11 Indemnification

The members of the Administrative Committee, the Board of Directors, and the officers, employees and agents of the Employer shall be indemnified against any and all liabilities arising by reason of any act, or failure to act, in relation to the Plan or the funds of the Plan, including, without limitation, expenses reasonably incurred in the defense of any claim relating to the Plan or the funds of the Plan, and amounts paid in any compromise or settlement relating to the Plan or the funds of the Plan, except for actions or failures to act made in bad faith. The foregoing indemnification shall be from the funds of the Plan to the extent of those funds and to the extent permitted under applicable law; otherwise from the assets of the Employer.

10.12 Claims Review Procedure

- (a) Claims for benefits under the Plan shall be filed on forms supplied by the Administrative Committee with Curtiss-Wright Corporation's Benefits Department. Written notice of the disposition of a claim shall be furnished the claimant within 60 days after the application therefor is filed. In the event the claim is denied, the reasons for the denial shall be specifically set forth, pertinent provisions of the Plan shall be cited and, where appropriate, an explanation as to how the claimant can appeal the claim will be provided.
- (b) Any Employee, former Employee, or Beneficiary of either, who has been denied a benefit, shall be entitled to request a hearing before the Administrative Committee. Such request, together with a written statement of the claimant's position, shall be filed with the Administrative Committee no later than 90 days after receipt of the written notification provided for in paragraph (a) above. The Administrative Committee shall schedule an opportunity for a full and fair hearing of the issue within the next 60 days. The decision following such hearing shall be made within 60 days and shall be communicated in writing to the claimant. The decision of the Administrative Committee shall be final and binding upon all parties concerned.

10.13 Named Fiduciary

For purposes of ERISA, Curtiss-Wright Corporation shall be the named fiduciary of the Plan and the Administrative Committee shall be the named administrator of the Plan

ARTICLE 11: MANAGEMENT OF FUNDS

11.01 Trust Agreement

The property resulting from Employer contributions made on behalf of the Member shall either be held as a Trust Fund by a Trustee or Trustee selected by the Board, pursuant to a Trust Agreement entered into between the Trustee or Trustee and the Employer. References in the Plan to Trustee shall be deemed to be applicable with equal force to co-Trustee or successor Trustee who may be so selected. The Board in its discretion may remove the Trustee or Trustee or successor Trustee or Trustee from time to time.

11.02 Exclusive Benefit Rule

All assets of the Plan shall either comprise the Trust Fund and shall be held in trust for use in accordance with the Plan and the Trustee Agreement. No person shall have any interest in, or right to, any part of the earnings of the funds of the Plan, or any right in, or to, any part of the assets held under the Plan, except as and to the extent expressly provided in the Plan.

11.03 Investment, Management and Control

The Trustee shall invest, reinvest, manage, control and make disbursements from the Trust Fund in accordance with the provisions of this Plan and the Trust Agreement.

11.04 Payment of Certain Expenses

Brokerage fees, commissions, stock transfer taxes and other charges and expenses directly incurred in connection with the acquisition or disposition of property for or of the Trust Fund, or distributions therefrom, shall be paid from the Trust Fund. Taxes, if any, payable by the Trustee on the assets at any time held in the Trust Fund or on the income thereof shall be paid from the Trust Fund.

ARTICLE 12: AMENDMENT, MERGER AND TERMINATION

12.01 Amendment of Plan

- (a) The Employer, by action of its Board of Directors taken at a meeting held either in person or by telephone or other electronic means, or by unanimous written consent in lieu of a meeting, reserves the right at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the Plan.
- (b) Amendments to the Plan that are required because of statute or rulings of a judicial body or are necessitated for administrative purposes, unless such administrative amendments have a material effect on the cost or benefit level of the Plan, shall be made by the Administrative Committee. Effective as of January 1, 2007, amendments to the Plan that reflect acquisitions shall be adopted by the Administrative Committee. All such amendments shall be submitted to the Board of Directors at their meeting following the adoption of such amendments.
- (c) Notwithstanding any provision hereof, no amendment shall make it possible for any part of the funds of the Plan to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the Plan. No amendment shall be made which has the effect of decreasing the balance of the Accounts of any Member or of reducing the nonforfeitable percentage of the balance of the Accounts of a Member below the nonforfeitable percentage computed under the Plan as in effect on the date on which the amendment is adopted or, if later, the date on which the amendment becomes effective.

12.02 Merger, Consolidation or Transfer

The Plan may not be merged or consolidated with, and its assets or liabilities may not be transferred to, any other plan unless each person entitled to benefits under the Plan would, if the resulting plan were then terminated, receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer if the Plan had then terminated.

12.03 Additional Participating Employers

- (a) If any company is or becomes a subsidiary of or associated with an Employer, the Board of Directors may include the employees of that subsidiary or associated company in the membership of the Plan upon appropriate action by that company

necessary to adopt the Plan. In that event, or if any persons become Employees of an Employer as the result of merger or consolidation or as the result of acquisition of all or part of the assets or business of another company, the Board of Directors shall determine to what extent, if any, previous service with the subsidiary, associated or other company shall be recognized under the Plan, but subject to the continued qualification of the trust for the Plan as tax-exempt under the Code.

- (b) Any subsidiary or associated company may terminate its participation in the Plan upon appropriate action by it. In that event the funds of the Plan held on account of Members in the employ of that company, and any unpaid balances of the Accounts of all Members who have separated from the employ of that company, shall be determined by the Administrative Committee. Those funds shall be distributed as provided in Section 12.04 if the Plan should be terminated, or shall be segregated by the Trustee as a separate trust, pursuant to certification to the Trustee by the Administrative Committee, continuing the Plan as a separate plan for the employees of that company under which the board of directors of that company shall succeed to all the powers and duties of the Board of Directors, including the appointment of the members of the Administrative Committee.

12.04 Termination of Plan

- (a) The Employer, by action of its Board of Directors, taken at a meeting described in Section 12.01 or by unanimous written consent, Board of Directors may terminate the Plan or completely discontinue contributions under the Plan for any reason at any time. In case of termination or partial termination of the Plan, or complete discontinuance of Employer contributions to the Plan, the rights of affected Members to their Accounts under the Plan as of the date of the termination or discontinuance shall be nonforfeitable. The total amount in each Member's Accounts shall be distributed, as the Administrative Committee shall direct, to him or for his benefit or continued in trust for his benefit.
- (b) Upon termination of the Plan, Deferred Cash Contributions, with earnings thereon, shall only be distributed to Members if (i) neither the Employer nor an Affiliated Employer establishes or maintains a successor defined contribution plan and (ii) payment is made to the Members in the form of a lump sum distribution (as defined in Section 402(e)(4)(D) of the Code, without regard to subclauses (I) through (IV) of clause (i) thereof). For purposes of this paragraph, a "successor defined contribution plan" is a defined contribution plan (other than an employee stock ownership plan as defined in Section 4975(e)(7) or 409(a) of the Code ("ESOP"), a simplified employee pension as defined in Section 408(k) of the Code ("SEP"), a SIMPLE IRA plan as defined in Section 408(p) of the Code, a plan or contract that satisfies the requirements of Section 403(b) of the Code, or a plan that is described in Section 457(b) or (f) which exists at the time the Plan is terminated or within the 12-month period beginning on the date all assets are distributed that accepts salary deferrals. However, in no event shall a defined contribution plan be deemed a successor plan if fewer than 2 percent of the employees who are eligible to participate in the Plan at the time of its termination are or were eligible to participate under another defined contribution plan of the Employer or an Affiliated Employer (other than a plan excluded under the prior sentence) at any time during the period

beginning 12 months before and ending 12 months after the date of the Plan's termination.

ARTICLE 13: GENERAL PROVISIONS

13.01 Nonalienation

Except as required by any applicable law, no benefit under the Plan shall in any manner be anticipated, assigned or alienated, and any attempt to do so shall be void.

- (a) However, payment shall be made in accordance with the provisions of any judgment, decree, or order which:
- (i) creates for, or assigns to, a spouse, former spouse, child or other dependent of a Member the right to receive all or a portion of the Member's benefits under the Plan for the purpose of providing child support, alimony payments or marital property rights to that spouse, child or dependent,
 - (ii) is made pursuant to a State domestic relations law,
 - (iii) does not require the Plan to provide any type of benefit, or any option, not otherwise provided under the Plan, and
 - (iv) otherwise meets the requirements of Section 206(d) of ERISA, as amended, as a "qualified domestic relations order", as determined by the Administrative Committee.

Notwithstanding anything herein to the contrary, if the amount payable to the alternate payee under the qualified domestic relations order is less than the applicable cashout amount described in Section 9.03(c) such amount shall be paid in one lump sum as soon as practicable following the qualification of the order. If the amount exceeds such applicable cashout amount, it may be paid as soon as practicable following the qualification of the order if the alternate payee consents thereto; otherwise it may not be payable before the earliest of (i) the Member's termination of employment, (ii) the time such amount could be withdrawn under Article 7 or (iii) the Member's attainment of age 50.

- (b) A Member's benefit under the Plan shall be offset or reduced by the amount the Member is required to pay to the Plan under the circumstances set forth in Section 401(a)(13)(C) of the Code.
- (c) A Member's benefit under the Plan shall be distributed as required because of the enforcement of a federal tax levy made pursuant to Section 6331 of the Code or the collection by the United States on a judgment resulting from an unpaid tax assessment.

13.02 Conditions of Employment Not Affected by Plan

The establishment of the Plan shall not confer any legal rights upon any Employee or other person for a continuation of employment, nor shall it interfere with the rights of the Employer to discharge any Employee and to treat him without regard to the effect which that treatment might have upon him as a Member or potential Member of the Plan.

13.03 Facility of Payment

If the Administrative Committee shall find that a Member or other person entitled to a benefit is unable to care for his affairs because of illness or accident or is a minor, the Administrative Committee may direct that any benefit due him, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his spouse, a child, a parent or other blood relative, or to a person with whom he resides. Any payment so made shall be a complete discharge of the liabilities of the Plan for that benefit.

13.04 Information

Each Member, Beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the Plan, shall file with the Administrative Committee the information that it shall require to establish his rights and benefits under the Plan.

13.05 Top-Heavy Provisions

- (a) The following definitions apply to the terms used in this Section:
- (i) "applicable determination date" means the last day of the later of the first Plan Year or the preceding Plan Year;
 - (ii) "top-heavy ratio" means the ratio of
 - (A) the value of the aggregate of the Accounts under the Plan for key employees to
 - (B) the value of the aggregate of the Accounts under the Plan for all key employees and non-key employees;
 - (iii) "key employee" means any employee or former employee (including any deceased employee) who at any time during the Plan Year that includes the applicable determination date was an officer of an Employer or an Affiliated Employer having Statutory Compensation greater than \$170,000 (as adjusted under Section 416(i)(1) of the Code), a 5-percent owner (as defined in Section 416(i)(1)(B)(i) of the Code) of an Employer or an Affiliated Employer, or a 1-percent owner (as defined in Section 416(i)(1)(B)(ii) of the Code) of an Employer or an Affiliated Employer having Statutory Compensation greater than \$150,000. The determination of who is a key employee shall be made in accordance with Section 416(i) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.
 - (iv) "non-key employee" means any Employee who is not a key employee;

- (v) "applicable Valuation Date" means the Valuation Date coincident with or immediately preceding the last day of the first Plan Year or the preceding Plan Year, whichever is applicable;
 - (vi) "required aggregation group" means any other qualified plan(s) of the Employer or an Affiliated Entity in which at least one key employee participates or participating in during the Plan Year containing the applicable determination date or any of the four preceding Plan Years (regardless of whether the plan has terminated) or which enable(s) the Plan to meet the requirements of Section 401(a)(4) or 410 of the Code; and
 - (vii) "permissive aggregation group" means each plan in the required aggregation group and any other qualified plan(s) of the Employer or an Affiliated Employer in which all members are non-key employees, if the resulting aggregation group continues to meet the requirements of Sections 401(a)(4) and 410 of the Code.
- (b) For purposes of this Section, the Plan shall be "top-heavy" with respect to any Plan Year if as of the applicable determination date the top-heavy ratio exceeds 60 percent. The top-heavy ratio shall be determined as of the applicable Valuation Date in accordance with Sections 416(g)(3) and 416(g)(4)(B) of the Code and Article 5 of this Plan and shall take into account any contributions made after the applicable Valuation Date but before the last day of the Plan Year in which the applicable Valuation Date occurs. The determination of whether the Plan is top-heavy is subject to the following:
- (i) the Accounts under the Plan will be combined with the account balances or the present value of accrued benefits under each other plan in the required aggregation group and, in the Employer's discretion, may be combined with the account balances or the present value of accrued benefits under any other qualified plan in the permissive aggregation group;
 - (ii) the Accounts for an employee as of the applicable determination date shall be increased by the distributions made with respect to the employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the one-year period (five-year period in the case of a distribution made for a reason other than severance from employment, death, or disability) ending on the applicable determination date;
 - (iii) distributions under any plan that terminated within the five-year period ending on the applicable determination date shall be taken into account if such plan contained key employees and, therefore, would have been part of the required aggregation group; and
 - (iv) if an individual has not performed services for the Employer or an Affiliated Employer at any time during the one-year period ending on the applicable determination date, such individual's accounts and the present value of his accrued benefits shall not be taken into account.

- (c) The following provisions shall be applicable to Members for any Plan Year with respect to which the Plan is top-heavy:
- (i) In lieu of the vesting requirements specified in Section 6.02, a Member shall be vested in, and have a nonforfeitable right to, his Employer Account upon the completion of three years of Vesting Service, provided that in no event shall the Vested Portion of a Member's Employer Account be less than the percentage determined under Section 6.02.
 - (ii) An additional Employer contribution shall be allocated on behalf of each Member (and each Employee eligible to become a Member) who is a non-key employee, and who has not severed employment as of the last day of the Plan Year, to the extent that the contributions made on his behalf under Section 3.07 and Appendix A, if applicable, for the Plan Year would otherwise be less than 3% of his Statutory Compensation. However, if the greatest percentage of Statutory Compensation contributed on behalf of a key employee under Sections 3.01, 3.07 and Appendix A, if applicable, for the Plan Year would be less than 3%, that lesser percentage shall be substituted for "3%" in the preceding sentence. Notwithstanding the foregoing provisions of this subparagraph (ii), no minimum contribution shall be made under this Plan with respect to a Member (or an Employee eligible to become a Member) if the required minimum benefit under Section 416(c)(1) of the Code is provided to him by any other qualified pension plan of the Employer or an Affiliated Employer.

13.06 Written Elections

Any elections, notifications or designations made by a Member pursuant to the provisions of the Plan shall be made in writing and filed with the Administrative Committee in a time and manner determined by the Administrative Committee under rules uniformly applicable to all employees similarly situated. The Administrative Committee reserves the right to change from time to time the time and manner for making notifications, elections or designations by Members under the Plan if it determines after due deliberation that such action is justified in that it improves the administration of the Plan. In the event of a conflict between the provisions for making an election, notification or designation set forth in the Plan and such new administrative procedures, those new administrative procedures shall prevail.

13.07 Construction

- (a) The Plan shall be construed, regulated and administered under ERISA and the laws of the State of New Jersey, except where ERISA controls.
- (b) The masculine pronoun shall mean the feminine wherever appropriate.
- (c) The titles and headings of the Articles and Sections in this Plan are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

13.08 Electronic Provision of Notices to Members

Notwithstanding any provision of the Plan to the contrary, any notice required to be distributed to Members, Beneficiaries and alternate payees pursuant to the terms of the Plan may, at the direction of the Administrative Committee, be transmitted electronically to the extent permitted by, and in accordance with any procedures set forth in, applicable law and regulations.

13.09 Prevention of Escheat

If the Administrative Committee cannot ascertain the whereabouts of any person to whom a payment is due under the Plan, the Administrative Committee may, no earlier than three years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the Administrative Committee or the Employer. If such person has not made written claim therefore within three months of the date of the mailing, the Administrative Committee may, if it so elects and upon receiving advice from counsel to the Plan, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the Plan and the amount thereof applied to reduce the contributions of the Employer. Upon such cancellation, the Plan and the Trust shall have no further liability therefore except that, in the event such person or his beneficiary later notifies the Administrative Committee of his whereabouts and requests the payment or payments due to him under the Plan, the amount so applied shall be paid to him in accordance with the provisions of the Plan.

13.10 Blackout Periods

Notwithstanding any provision of the Plan to the contrary, when required by administrative reasons, the Administrative Committee may temporarily suspend, limit, or restrict the rights of Members, Beneficiaries or alternate payees (as applicable) to direct or diversify the investment of some or all of their Accounts, to obtain loans from the Plan, and to obtain distributions (including in-service withdrawals) from the Plan. The number and length of such suspensions and the imposition of such limitations or restrictions shall be limited to the greatest extent practicable. Any suspension, limitation, or restriction of rights under this Section shall comply with all applicable law and any guidance issued thereunder and may be imposed only if the Administrative Committee timely provides notice of the suspension, limitation, or restriction of such rights, as required by Section 101 of ERISA, any guidance issued thereunder, and any other applicable law.

ARTICLE 14: HURRICANE KATRINA RELIEF

This Article 14 establishes the provisions applicable to individuals affected by Hurricane Katrina. It is intended that such provisions shall be applied and interpreted in accordance with the provisions of the Katrina Emergency Tax Relief Act of 2005 ("KETRA") or any subsequent guidance from the Internal Revenue Service or Department of Labor interpreting KETRA.

14.01 Qualified Individual.

- (a) Qualified Individual. A Member whose principal residence on August 28, 2005 was located in one of the Hurricane Katrina designated disaster areas as so designated for purposes of KETRA (the "Affected Areas") and who sustained an economic loss as a result of Hurricane Katrina.

- (b) Other Katrina Members. A Member whose place of employment on August 29, 2005 was in the Affected Areas, but not his principal residence.
- (c) Family Members. Lineal ascendants, lineal descendants, dependents and spouses of Qualified Individuals or of Other Katrina Members.

14.02 Hurricane Katrina Distribution.

- (a) Hurricane Katrina Distribution. A qualified Hurricane Katrina distribution is a distribution made on or after August 25, 2005 and before January 1, 2007, to a Qualified Individual. The amounts available for qualified Hurricane Katrina distributions under the Plan include amounts attributable to Deferred Cash Contributions and Catch-Up Contributions, Qualified Nonelective Contributions, or Qualified Matching Contributions, notwithstanding the fact that a distribution may occur before an otherwise permitted distributable event.
- (b) Amount of Distribution. The aggregate amount of qualified Hurricane Katrina distributions, taken by a Qualified Individual under this Section 14.02(b), shall not exceed \$100,000, in the aggregate, from all plans maintained by the Employer (and any member of any controlled group of the Employer which includes the Employer), including the aggregate amount of distributions recharacterized as qualified Hurricane Katrina distributions received by the individual for all prior taxable years.
- (c) Other Distributions. Hardship distributions described in Section 7.04(b) may be made to Plan Members on behalf of Other Katrina Members and Family Members on or after August 29, 2005 and no later than March 31, 2006. Subsections 7.04(c)(ii)(B) and 14.02(b) hereof shall not apply to such distributions. Subsection 14.06 hereof shall apply to such distributions.

14.03 No Rollover Treatment.

Qualified Hurricane Katrina distributions shall not be treated as eligible rollover distributions for purposes of Sections 401(a)(31), 402(f) and 3405 of the Code in regards to the requirements for direct transfer of eligible rollover distributions, tax notice and tax withholding requirements.

14.04 Recontributions.

- (a) Distributions taken from the Plan, received by a Qualified Individual after February 28, 2005 and before August 29, 2005, intended for use to purchase or construct a principal residence in the Affected Areas may be recontributed to this Plan during the period beginning August 25, 2005 and ending on February 28, 2006, provided the residence is not purchased or constructed as a result of the damage caused by Hurricane Katrina. Recontributed amounts shall be treated as Rollover Contributions pursuant to Section 3.08 of the Plan.
- (b) If a Member receives a qualified Hurricane Katrina distribution, the Member may, pursuant to 101(c)(1) of KETRA, at any time during the three-year period beginning on the day after the date on which such distribution was received, make one or more contributions to the Plan in an aggregate amount not to exceed the amount

of such distribution. Recontributed amounts shall be treated as Rollover Contributions pursuant to Section 3.08 of the Plan.

14.05 Loan Amount.

- (a) Notwithstanding the otherwise applicable provisions set forth in Section 8.05 of the Plan, Plan loans to Members who are Qualified Individuals that are made after September 23, 2005 and before January 1, 2007, shall not exceed one hundred percent (100%) of the total vested accrued benefits of the Member under the Plan as of the date of the loan. Any such amount may be secured by up to 100% of the Member's vested Account balance in the Trust Fund. In no event shall the amount of any loan to any such Member exceed \$100,000 (reduced by the highest outstanding loan balance during the one-year period ending on the day before the loan was made over the outstanding balance of loans from the Plan on the day the loan was made). The maximum number of loans outstanding that any Member is permitted to have in accordance with the Member Loan Procedures shall not be increased as a result of the provisions of this subsection.
- (b) Repayment of Loans . A Member who is a Qualified Individual who has outstanding loans on or after August 25, 2005 with respect to which any repayment due date falls during the period beginning August 25, 2005 through December 31, 2006, may have such due date (or dates) delayed for one year. The suspension period shall be disregarded in determining the original five (5) year repayment date (or fifteen (15) year repayment date for principal residence loans). Loan payments must resume as soon as practicable after the end of the suspension period, and the term of the loan shall be extended by the duration of such suspension period. Repayments shall be appropriately adjusted with accrued interest to reflect the delay in the due date(s).

14.06 Documentation Requirements.

The Plan will not be treated as failing to follow procedural requirements for Plan distributions or loans otherwise imposed by the terms of the Plan, when such requirements are disregarded for Katrina related purposes, provided, however, that the Plan Administrator makes a good-faith effort to comply with such requirements. Notwithstanding the foregoing, the Plan Administrator shall make a reasonable attempt to assemble supporting documentation as soon as practical.

IN WITNESS WHEREOF , the Company has caused this instrument to be executed by an officer duly authorized on this _____ day of _____, _____.

CURTISS-WRIGHT CORPORATION

By: _____

APPENDIX A: SPECIAL RULES APPLICABLE TO ACQUIRED ENTITIES

The provisions of this Appendix A shall apply to Employees who were formerly employed by entities that were acquired by the Employer or an Affiliated Employer and, to the extent specified, to Employees who are employed at such operations or facilities subsequent to the acquisition thereof.

1. Aviall, Inc.

Each former employee of the Aviall, Inc., Accessory Services Division who became an Employee as of May 21, 1996, shall be eligible to become a Member on any Enrollment date on or after he completes one year of service, including service with Aviall, Inc.

2. Alpha Heat Treaters Division of Alpha-Beta Industries, Inc.

Each former employee of the Alpha Heat Treaters Division of Alpha-Beta Industries, Inc. who became an Employee as of April 30, 1998, shall be eligible to become a Member on any Enrollment date on or after he completes one year of service, including service with Alpha-Beta Industries.

3. Enertech

- (a) As of January 1, 2000, any Employee hired on July 31, 1998 whose immediate prior service was with Enertech shall be eligible to participate in the Plan as of the Enrollment Date coinciding with or next following the date he completes his Year of Eligibility Service, which Year of Eligibility Service shall include all service at Enertech and shall remain eligible so long as he continues to satisfy the eligibility requirements.
- (b) Any Employee hired on July 31, 1998 whose immediate prior service was with Enertech shall continue to vest in matching contributions allocated to his account under Enertech's prior plan, which contributions, including earnings thereon, were transferred to the Plan in accordance with a transaction undertaken in compliance with Section 414(l) of the Code, in accordance with the following schedule:

<i>Years of Service for Vesting</i>	<i>Vested Percentage</i>
0	0%
2	20%
3	40%
4	60%
5	80%
6	100%

4. Metallurgical Processing, Inc.

Each former employee of Metallurgical Processing, Inc. who became an Employee as of June 30, 1999 shall be eligible to become a Member on any Enrollment Date on or after he completes one year of service, including service with Metallurgical Processing, Inc. and shall remain eligible so long as he continues to satisfy the eligibility requirements.

5. Teledyne Fluid Systems

Each former employee of Teledyne Fluid Systems who became an Employee as of August 28, 1999, shall be eligible to become a Member on any Enrollment date on or after he completes one year of service, including service with Allegheny Teledyne and shall remain eligible so long as he continues to satisfy the eligibility requirements.

6. Electric Furnace Company

Each former employee of Electric Furnace Company who became an Employee as of December 15, 2000, shall be eligible to become a Member on any Enrollment date on or after he completes one year of service, including service with Electric Furnace Company, and shall remain eligible so long as he continues to satisfy the eligibility requirements.

7. Lau Defense Systems and Vista Controls

Each former employee of Lau Defense Systems and Vista Controls who became an Employee as of November 1, 2001, shall be eligible to become a Member on any Enrollment date on or after he completes one year of service, including service with Lau Defense Systems and Vista Controls, and shall remain eligible so long as he continues to satisfy the eligibility requirements.

8. Ironbound Heat Treating Company

Each former employee of Ironbound Heat Treating Company who became an Employee as of November 5, 2001, shall be eligible to become a Member on any Enrollment date on or after he completes one year of service, including service with Ironbound Heat Treating Company, and shall remain eligible so long as he continues to satisfy the eligibility requirements.

9. Peerless Instrument Company

Each former employee of Peerless Instrument Company who became an Employee as of November 8, 2001, shall be eligible to become a Member on any Enrollment date on or after he completes one year of service, including service with Peerless Instrument Company, and shall remain eligible so long as he continues to satisfy the eligibility requirements.

10. Deltavalve USA, L.L.C

Each former employee of Deltavalve USA, L.L.C. who became an Employee as of December 12, 2001 shall be eligible to become a Member on any Enrollment date on or after he completes one year of service, including service with Deltavalve USA, L.L.C., and shall remain eligible so long as he continues to satisfy the eligibility requirements.

11. Bodycote Thermal Processing

Each former employee of Bodycote Thermal Processing who became an Employee as of December 19, 2001, shall be eligible to become a Member on any Enrollment date on or after he completes one year of service, including service with Bodycote Thermal Processing, and shall remain eligible so long as he continues to satisfy the eligibility requirements.

12. Penny & Giles Controls, Inc.

Each former employee of Penny & Giles Controls, Inc. who became an Employee as of April 1, 2002, shall be eligible to become a Member on any Enrollment date on or after he completes one year of service, including service with Penny & Giles Controls, Inc., and shall remain eligible so long as he continues to satisfy the eligibility requirements.

13. Autronics Corp.

Each former employee of Autronics Corp. who became an Employee as of April 1, 2002, shall be eligible to become a Member on any Enrollment Date on or after he completes one year of service, including service with Autronics Corp., and shall remain eligible so long as he continues to satisfy the eligibility requirements.

14. Curtiss-Wright Electro-Mechanical Corp.

Notwithstanding any provision hereof to the contrary, no Employee who is employed by Curtiss-Wright Electro-Mechanical Corp., or any subsidiary or division thereof shall be eligible to become a Member of this Plan.

15. TAPCO

Each former employee of TAPCO International, Inc. who became an Employee as of December 1, 2002, and each Employee who is thereafter employed at the operations acquired by the Employer in connection with its acquisition of the assets of TAPCO International, Inc. shall not be eligible to become a Member prior to October 1, 2004, but shall be eligible to become a Member on any Enrollment Date on or after October 1, 2004.

16. Novatronics, Inc.

Notwithstanding any provision hereof to the contrary, no Employee who is employed at any operations or facilities acquired by the Employer in its acquisition of Novatronics, Inc. shall be eligible to become a Member in this Plan.

17. Nova Machine Products Corp.

- (a) Each Employee who is employed at any operations or facilities acquired by the Employer in its acquisition of Nova Machine Products Corp. shall not be eligible to become a Member prior to July 1, 2005 but shall be eligible to become a Member on any Enrollment Date on or after July 1, 2005 (such employees hereinafter referred to as "Nova Machine Employees").
- (b) The Employer may make special contributions to the Plan on account of any Plan Year, in an amount to be determined by the Employer, on behalf of each Member who is a Nova Machine Employee on the last day of that Plan Year and who has made either Deferred Cash Contributions or After-Tax Contributions during that Plan Year. The special contributions shall be paid to the Trustee no later than the time (including extensions) prescribed by law for the filing of the Employer's federal income tax return for the year for which the contributions are made.
- (c) The special contributions, if any, for a particular Plan Year shall be a specified percentage (as determined by the Employer) of the Deferred Cash Contributions and/or After-Tax Contributions made by or on behalf of each eligible Nova Machine

Employee pursuant to Sections 3.01 and/or 3.05 during that Plan Year. Notwithstanding the foregoing, any special contributions made for the period July 1, 2005 through December 31, 2005 shall be based solely on the Member's contributions made during that period.

- (d) The Administrative Committee shall establish such separate accounts within the Employer Account as may be necessary to properly account for the special contributions.
- (e) A Nova Machine Employee shall vest in his special contribution subaccount within his Employer Account upon the earliest to occur of: (A) his completion of three Years of Vesting Service, (B) his attainment of age 65 while employed by the Employer or an Affiliated Employer, or (C) his death while employed by the Employer or an Affiliated Employer. For purposes of this Item 17, an Employee shall be credited with a Year of Vesting Service for each Plan Year commencing on and after January 1, 2005 in which the Employee completes at least 1,000 Hours of Service. The Employee shall also be credited with the number of Years of Vesting Service the Employee had accrued under the terms of the Nova Division 401(k) Plan as of December 31, 2004.
- (f) The special contribution shall be included in performing the contribution percentage test under Section 3.12 in accordance with applicable law.
- (g) The one per calendar year restriction on in-service withdrawals under Section 7.03 shall not apply to any employee who had an account balance transferred to this Plan from the Nova Division 401 (k) Plan as of July 1, 2005.
- (h) The Administrative Committee shall adopt such rules of administration uniformly applicable to all employees similarly situated as it deems necessary to administer the provisions of this Item 17 in accordance with applicable law.
- (i) Effective for plan years after December 31, 2007, the special contributions provided for in sub-paragraph (b) and described in sub-paragraph (c) of this paragraph 17 will no longer be provided. Sub-paragraphs (d) through (h) will remain in effect.

18. IMC Magnetics Corporation

Each former employee of IMC Magnetics Corporation who became an Employee as of August 31, 2007, shall be eligible to become a Member as of January 1, 2008, and shall remain eligible so long as he continues to satisfy the eligibility requirements.

19. V-METRO

Each former employee of V-METRO (which includes former employees of Micro Memory LLC) who became an Employee as of October 15, 2008, shall be eligible to become a Member on January 1, 2009, and shall remain eligible so long as he continues to satisfy the eligibility requirements.

20. EST Group, Inc.

Each former employee of EST Group, Inc. who became an Employee as of March 6, 2009, shall be eligible to become a Member on July 1, 2009, and shall remain eligible so long as he continues to satisfy the eligibility requirements.

21. Hybricon Corporation

Each former employee of Hybricon Corporation who became an Employee as of June 1, 2010, shall be eligible to become a Member on October 1, 2010, and shall remain eligible so long as he continues to satisfy the eligibility requirements.

22. BASF Surface Technologies

For the Plan Years beginning on January 1, 2011 and January 1, 2012, the Employer shall make special contributions on behalf of each former employee the Surface Technologies business of BASF Corporation who became an Employee as of April 8, 2011 (a "BASF Employee"), subject to the following terms:

- (a) For the 2011 Plan Year, the Employer shall make matching contributions on behalf of each BASF Employee for each payroll period ending after April 8, 2011 equal to 100% of the first 5% of Compensation elected as Deferred Cash Contributions, Roth Deferred Cash Contributions, and/or After-Tax Contributions for the payroll period. The total amount of matching contributions made for any BASF Employee for any payroll period during the 2011 Plan Year shall not exceed 5% of Compensation.

For the 2012 Plan Year, the Employer shall make matching contributions on behalf of each BASF Employee for each payroll period ending during 2012 equal to 100% of the first 3% of Compensation elected as Deferred Cash Contributions, Roth Deferred Cash Contributions, and/or After-Tax Contributions for the payroll period. The total amount of matching contributions made for any BASF Employee for any payroll period during the 2012 Plan Year shall not exceed 3% of Compensation.

If for any payroll period a BASF Employee elects more than one type of contribution that is eligible to be matched, the matching contributions shall be made first with respect to his Deferred Cash Contributions. To the extent that the Deferred Cash Contributions are less than the applicable percentage of Compensation subject to matching contributions, any additional matching contributions shall be made with respect to the BASF Employee's Roth Deferred Cash Contributions and then with respect to his After-Tax Contributions.

From and after January 1, 2013, no matching contributions shall be made to the Plan for BASF Employees.

- (b) For the 2011 Plan Year, the Employer shall make a nonelective contribution for each of the following BASF Employees:

Harolton Alexander Jesse Martin Kasall
Thomas Bacon Son V. Lam
Bonny Barthelemy Lorrie Langan
Paul Boiselle Richard Anton LaPointe
John H. Bottomley Cynthia Elizabeth Litton

William H. Budlong Luke Minnifield
Hoang Van Bui Vernon Pecker
Lawrence D. Casey Michael Quigley
Paul J. Cunningham David Reynolds
Joanne Deschaine Peter F. Ruggiero
Michael J. Deyo Jeffrey B. Schools
Thomas Dombroski Scott M. Sheehan
Elizabeth A. Falardeau April M. Sinnock
Robert C. Ferro Janet B. Smith
Marc. J. Froning Richard M. Starbird
Wilner Glaudin Monica T. Soun
Ronald J. Golden Christopher Tanner
David A. Goodhue Huwerl Thorton
Barbara Goodhue Keith A. Warnock
Jonathan James Harrington Sharon Warnock
Timothy P. Hudson Gloria Watkins
Danny L. Johnston Anthony Wolf
Daniel J. Kane Vue Pao Xiong

The amount of the special nonelective contribution shall be equal to 5% of the eligible BASF Employee's Compensation for each payroll period ending after April 8, 2011 and on or before December 31, 2011.

From and after January 1, 2012, no nonelective contributions shall be made to the Plan for any BASF Employees.

- (c) The Administrative Committee shall establish such separate accounts within the Employer Account as may be necessary to account for the special contributions made pursuant to this paragraph 22.
- (d) BASF Employees shall at all times be 100% vested in the special contribution subaccounts within their Employer Accounts.
- (e) Matching contributions made pursuant to this paragraph 22 shall be included in performing the contribution percentage test under Section 3.12 in accordance with applicable law. In addition, any matching contributions made with respect to Deferred Cash Contributions or Roth Deferred Cash Contributions refunded pursuant to Section 3.11 or After-Tax Contributions refunded pursuant to Section 3.12 shall be treated as a forfeiture. Any refund of excess aggregate contributions under Section 3.12 shall be coordinated with any refund required under Section 3.11 and shall not discriminate in favor of any Highly Compensated Employees receiving such distributions.
- (f) The Administrative Committee shall adopt such rules of administration uniformly applicable to all employees similarly situated as it deems necessary to administer the provisions of this paragraph 22 in accordance with applicable law.

23. ACRA Control, Inc.

Each employee of ACRA Control Inc. who became an Employee as of July 28, 2011, shall be eligible to become a Member on January 1, 2012, and shall be subject to the provisions of Section 2.06(a) as of such date. Any such Employee shall remain eligible for the Plan so long as he continues to satisfy the eligibility requirements.

24. South Bends Controls Holdings, LLC

Notwithstanding any provision in this Plan to the contrary, each former employee of South Bends Controls Holdings, LLC who became an Employee as of October 11, 2011 and who is a member of the collective bargaining unit represent by IBEW Local Union 1392 shall be eligible to become a Member on October 11, 2011, and shall remain eligible so long as he continues to satisfy the eligibility requirements.

25. AP Services, LLC

- (a) Each employee of AP Services, LLP (“AP”) who became an Employee as of November 5, 2012, and any other eligible Employee who is thereafter employed by the Employer on or before December 31, 2012, at the operations and facilities that were acquired by the Employer from AP, shall be eligible to become a Member on any Enrollment Date on or after January 1, 2013, and shall be subject to the provisions of Section 2.06(a) as of such date (such employees are hereinafter referred to as “AP Employees”). Each AP Employee shall remain eligible so long as he continues to satisfy the eligibility requirements. Each other eligible Employee who is not employed by the Employer until on or after January 1, 2013, at the operations and facilities that were acquired by the Employer from AP shall be eligible to become a Member and shall remain eligible in accordance with the Plan’s eligibility requirements.
- (b) For purposes of determining Years of Eligibility Service and Vesting Service with respect to any AP Employee who became an Employee on November 5, 2012, whose immediate prior service was with AP or an affiliate thereof, and who was employed by such entity at such acquisition date, service shall commence with his or her most recent date of hire with such entity immediately prior to such acquisition date.

26. Cimarron Energy Inc.

- (a) Each employee of Cimarron Energy Inc. (“Cimarron”) who became an Employee as of November 26, 2012, and any other eligible Employee who is thereafter employed by the Employer on or before March 31, 2013, at the operations and facilities that were acquired by the Employer from Cimarron, shall be eligible to become a Member on any Enrollment Date on or after April 1, 2013 (such employees are hereinafter referred to as “Cimarron Employees”). Each Cimarron Employee shall remain eligible so long as he continues to satisfy the eligibility requirements. Each other eligible Employee who is not employed by the Employer until on or after April 1, 2013, at the operations and facilities that were acquired by the Employer from Cimarron shall be eligible to become a Member and shall remain eligible in accordance with the Plan’s eligibility requirements.

- (b) For purposes of determining Years of Eligibility Service and Vesting Service with respect to any Cimarron Employee who became an Employee on November 26, 2012, whose immediate prior service was with Cimarron or an affiliate thereof, and who was employed by such entity at such acquisition date, service shall commence with his or her most recent date of hire with such entity immediately prior to such acquisition date.
- (c) The Employer may make special contributions to the Plan on account of the Plan Year commencing on January 1, 2013, in an amount to be determined by the Employer, on behalf of each Member who is a Cimarron Employee and who has made Deferred Cash Contributions, Roth Deferred Cash Contributions, and/or After-Tax Contributions during that Plan Year (the "Discretionary Match Contribution"). The Discretionary Match Contribution shall not exceed 100% of the first 2% of the Deferred Cash Contributions, Roth Deferred Cash Contributions, and/or After-Tax Contributions made by the Member during each payroll period in that Plan Year. The Discretionary Match Contributions, if any, shall be paid to the Trustee as and when determined by the Employer, but no later than the time (including extensions) prescribed by law for the filing of the Employer's Federal income tax return for the year for which the contributions are made.
- (d) The Discretionary Match Contribution, if any, for the Plan Year commencing on January 1, 2013, shall be a specified percentage (as determined by the Employer) of the Deferred Cash Contributions, Roth Deferred Cash Contributions, and/or After-Tax Contributions made by or on behalf of each eligible Cimarron Employee pursuant to Sections 3.01, 3.02, 3.04, and/or 3.05 during the period April 1, 2013, through December 31, 2013. Discretionary Match Contributions, if any, shall first be made with respect to Deferred Cash Contributions, and Roth Deferred Cash Contributions, then with respect to After-Tax Contributions.
- (e) The Administrative Committee shall establish such separate subaccounts within the Employer Account as may be necessary to properly account for the Discretionary Match Contribution (the "Cimarron Match Subaccounts").
- (f)
 - (i) Subject to subparagraph (f)(ii) below, a Cimarron Employee for whom Discretionary Match Contributions were made for the period April 1, 2013, through December 31, 2013, will become vested in amounts credited to his Cimarron Match Subaccount and in the value of Matching Contributions made on his behalf on or after January 1, 2014, in accordance with the following schedule:

Years of Vesting Service Vested Percentage

Less than 1	0%
1 but less than 2	20%
2 but less than 3	40%
3 or more	100%

- (ii) For purposes of this paragraph 26, an Employee shall be credited with a year of Vesting Service in accordance with the provisions of Section 1.54, except that an Employee shall be credited with a year of Vesting Service for

each Plan Year ending on or before December 31, 2013, in which the Employee completes at least 1,000 Hours of Service.

- (iii) Notwithstanding subparagraph (i) above, a Cimarron Employee or an Employee described in the last sentence of paragraph (a) above shall become fully vested (if not otherwise so vested) in his Cimarron Match Subaccount and in the value of Matching Contributions made on his behalf on or after January 1, 2014, upon (A) his death while employed by the Employer or an Affiliated Employer (including death while performing qualified military service, pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008); (B) his Disability, (C) his attainment of age 65 while employed by the Employer or an Affiliated Employer, or (D) the divestiture by the Company of the operations and facilities that were acquired by the Company from Cimarron.
- (iv) Notwithstanding the provisions of Section 6.02(a)(iii), a Cimarron Employee or an Employee described in the last sentence of paragraph (a) above shall become 100% vested in, and have a nonforfeitable right to, the value of CW Savings Contributions made on his behalf upon death (including death while performing qualified military service, pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008), Disability, the attainment of his 65th birthday, or the divestiture by the Company of the operations and facilities that were acquired by the Company from Cimarron.
- (g) The Discretionary Match Contribution shall be included in performing the contribution percentage test under Section 3.12 in accordance with applicable law.
- (h) Distribution of the Vested Portion of the Accounts of a Member who is a Cimarron Employee for whom amounts were transferred to the Plan on or about October 1, 2013, as a result of the merger of the Cimarron Energy Inc. Retirement Savings Plan into the Plan may be made to such Member upon his termination of employment in partial payment form that provides the Member with a portion of the Vested Portion of his Accounts, with the remaining balance retained for distribution at a later date. A Member electing the partial payment form of distribution must indicate on the distribution election form the amount of the partial payment. There shall be no limitation on the number or frequency of partial payments that a Member may elect. The Administrative Committee shall establish a policy and procedures regarding the order in which partial payments are to be charged against particular Investment Funds and against particular Accounts maintained under such Investment Funds.
- (i) The Administrative Committee shall adopt such rules of administration uniformly applicable to all employees similarly situated as it deems necessary to administer the provisions of this paragraph 26 in accordance with applicable law.
- (j) Notwithstanding the provisions of Section 3.07A(a), for the Plan Year commencing on January 1, 2014, the Employer may make CW Savings Contributions in an amount to be determined by the Employer, as of the last day of such Plan Year, on behalf of each Member who is a Cimarron Employee or Employee described in the last sentence of paragraph (a) above and who is described in the following sentence.

Any CW Savings Contributions for such Plan Year shall be allocated to the Employer Account of each such eligible Member at the operations and facilities that were acquired by the Company from Cimarron who was employed on the date of divestiture by the Company of such operations and facilities and such allocation shall be based on the ratio that each such Member's Compensation through such date of divestiture bears to the total Compensation of all such Members through such date of divestiture or for the Plan Year, whichever is applicable. In no event, however, shall the portion of the CW Savings Contributions allocated on behalf of any Member described in the preceding sentence for the Plan Year commencing on January 1, 2014, exceed 3% of such Member's Compensation through such date of divestiture.

- (k) All Account balances for Cimarron Employees or Employees described in the last sentence of paragraph (a) above shall be transferred to a plan maintained or to be established by the acquirer of the operations and facilities that were acquired by the Company from Cimarron, effective as of the date of divestiture by the Company of such operations and facilities (the "Cimarron Successor Plan"). Each Member of the Plan whose Account balance is transferred to the Cimarron Successor Plan as an incidence of the divestiture described in the preceding sentence shall be entitled to an account balance under the Cimarron Successor Plan immediately after the transfer that is equal to or greater than the Account balance he was entitled to under the Plan immediately prior to the transfer. Members of the Plan who thereby become participants in the Cimarron Successor Plan shall have such rights and benefit entitlements as provided under the terms of the Plan prior to becoming participants in the Cimarron Successor Plan and shall have such further rights and benefit entitlements as provided under the terms of the Cimarron Successor Plan subsequent to becoming participants therein.

27. Williams Controls, Inc.

- (a) Each employee of Williams Controls, Inc. ("Williams") who became an Employee as of December 14, 2012, and any other eligible Employee who is employed by the Employer on or before December 31, 2013, at the operations and facilities that were acquired by the Employer from Williams, shall be eligible to become a Member on any Enrollment Date on or after January 1, 2014, and shall be subject to the provisions of Section 2.06(a) as of such date (such employees are hereinafter referred to as "Williams Employees"). Each Williams Employee shall remain eligible as long as he continues to satisfy the eligibility requirements. Each other eligible Employee who is not employed by the Employer until on or after January 1, 2014, at the operations and facilities that were acquired by the Employer from Williams shall be eligible to become a Member and shall remain eligible in accordance with the Plan's eligibility requirements.
- (b) For purposes of determining Years of Eligibility Service and Vesting Service with respect to any Williams Employee who became an Employee on December 14, 2012, whose immediate prior service was with Williams or an affiliate thereof, and who was employed by such entity at such acquisition date, service shall commence with his or her most recent date of hire with such entity immediately prior to such acquisition date.

28. Exlar Corporation

- (a) Each employee of Exlar Corporation (“Exlar”) who became an Employee as of January 2, 2013, and any other eligible Employee who is employed by the Employer on or before December 31, 2013, at the operations and facilities that were acquired by the Employer from Exlar, shall be eligible to become a Member on any Enrollment Date on or after January 1, 2014, and shall be subject to the provisions of Section 2.06(a) as of such date (such employees are hereinafter referred to as “Exlar Employees”). Each Exlar Employee shall remain eligible as long as he continues to satisfy the eligibility requirements. Each other eligible Employee who is not employed by the Employer until on or after January 1, 2014, at the operations and facilities that were acquired by the Employer from Exlar shall be eligible to become a Member and shall remain eligible in accordance with the Plan’s eligibility requirements.
- (b) For purposes of determining Years of Eligibility Service and Vesting Service with respect to any Exlar Employee who became an Employee on January 2, 2013, whose immediate prior service was with Exlar or an affiliate thereof, and who was employed by such entity at such acquisition date, service shall commence with his or her most recent date of hire with such entity immediately prior to such acquisition date.

29. Parvus Corporation

- (a) Each employee of Parvus Corporation (“Parvus”) who became an Employee as of October 1, 2013, and any other eligible Employee who is employed by the Employer on or before December 31, 2013, at the operations and facilities that were acquired by the Employer from Parvus, shall be eligible to become a Member on any Enrollment Date on or after January 1, 2014, and shall be subject to the provisions of Section 2.06(a) as of such date (such employees are hereinafter referred to as “Parvus Employees”). Each Parvus Employee shall remain eligible as long as he continues to satisfy the eligibility requirements. Each other eligible Employee who is not employed by the Employer until on or after January 1, 2014, at the operations and facilities that were acquired by the Employer from Parvus shall be eligible to become a Member and shall remain eligible in accordance with the Plan’s eligibility requirements.
- (b) For purposes of determining Years of Eligibility Service and Vesting Service with respect to any Parvus Employee who became an Employee on October 1, 2013, whose immediate prior service was with Parvus or an affiliate thereof, and who was employed by such entity at such acquisition date, service shall commence with his or her most recent date of hire with such entity immediately prior to such acquisition date.

30. Arens Controls, LLC

- (a) Each employee of Arens Controls, LLC (“Arens”) who became an Employee as of October 7, 2013, and any other eligible Employee who is employed by the Employer on or before December 31, 2013, at the operations and facilities that were acquired by the Employer from Arens, shall be eligible to become a Member on any Enrollment Date on or after January 1, 2014, and shall be subject to the provisions of Section 2.06(a) as of such date (such employees are hereinafter referred to as “Arens Employees”). Each Arens Employee shall remain eligible as long as he continues to satisfy the eligibility requirements. Each other eligible Employee who is not employed by the Employer until on or after January 1, 2014, at the operations and facilities that were acquired by the Employer from Arens shall be eligible to become a Member and shall remain eligible in accordance with the Plan’s eligibility requirements.
- (b) For purposes of determining Years of Eligibility Service and Vesting Service with respect to any Arens Employee who became an Employee on October 7, 2013, whose immediate prior service was with Arens or an affiliate thereof, and who was employed by such entity at such acquisition date, service shall commence with his or her most recent date of hire with such entity immediately prior to such acquisition date.

31. General Provision Regarding Eligibility and Vesting Service for Employees of Acquired Entities

Effective January 1, 2014, for purposes of determining Years of Eligibility Service and Vesting Service with respect to any Employee formerly employed by an entity acquired by the Employer or an Affiliated Employer by means of an asset or stock acquisition who becomes an Employee on the date of such acquisition, whose immediate prior service was with such acquired entity or an affiliate thereof, and who is employed by such entity at such acquisition date, service shall commence with his or her most recent date of hire with such entity immediately prior to such acquisition date.

CURTISS-WRIGHT CORPORATION**SAVINGS AND INVESTMENT PLAN****As Amended and Restated effective January 1, 2015****FIRST INSTRUMENT OF AMENDMENT****Recitals:**

1. Curtiss-Wright Corporation (the "Company") has heretofore adopted the Curtiss-Wright Corporation Savings and Investment Plan (the "Plan") and has caused the Plan to be amended and restated in its entirety effective as of January 1, 2015.
2. Subsequent to the most recent amendment and restatement of the Plan, the Company has decided to amend the Plan for the following reasons (capitalized terms used but not defined herein are as defined in the Plan):
 - a. To provide for the automatic enrollment of members of certain EMD unions at 6% of Compensation rather than 3%, effective November 1, 2015.
 - b. To provide for the preservation of a certain form of distribution that was available under the terms of the Arens 401(k) Plan prior to its merger into the Plan effective on or about August 31, 2015.
 - c. To provide for the recoupment of overpayments made in error, effective January 1, 2015.
3. Section 12.01(a) of the Plan permits the Company to amend the Plan at any time and from time to time.
4. Section 12.01(b) authorizes the Administrative Committee to adopt Plan amendments on behalf of the Company under certain circumstances.
5. Certain of the Plan amendments described herein shall be subject to approval by the Board of Directors.

Amendments to the Plan:

1. Effective November 1, 2015, the first sentence of Section 2.01(c) is amended in its entirety to read as follows:

Effective as of January 1, 2014, and notwithstanding the provisions of Section 2.01(a), but subject to Appendix A, each regular, full-time Employee, other than a member of a unit of Employees covered by a collective bargaining agreement, with the exception of (i) the collective bargaining agreement covering Employees of Williams Controls, Inc., (ii) effective as of December 31, 2014, the collective bargaining agreement covering Employees of the Engineered Pump Division of the Employer that had adopted the EMS Plan and (iii) effective as of November 1, 2015, the collective bargaining agreements between the Employer that had adopted the EMS Plan and (A) the International Brotherhood of Electrical Workers Local 1914 and (B) the Association of Westinghouse Salaried Employees, shall be eligible

to become a Member as of any Enrollment Date following the date on which he became an Employee.

2. Effective November 1, 2015, the first sentence of Section 2.01(e) is amended in its entirety to read as follows:

Effective as of July 1, 2015, and notwithstanding the provisions of Sections 2.01(a) and (c), but subject to Appendix A, each Employee, other than a member of a unit of Employees covered by a collective bargaining agreement, with the exception of (i) the collective bargaining agreement covering Employees of Williams Controls, Inc., (ii) the collective bargaining agreement covering Employees of the Engineered Pump Division of the Employer that had adopted the EMS Plan and (iii) the collective bargaining agreements between the Employer that had adopted the EMS Plan and (A) the International Brotherhood of Electrical Workers Local 1914 and (B) the Association of Westinghouse Salaried Employees, shall be eligible to become a Member as of any Enrollment Date following the date on which he became an Employee.

3. Effective November 1, 2015, the second sentence of Section 3.03(a) is amended in its entirety to read as follows:

The amount of Automatic Deferred Cash Contributions made for a Covered Member each pay period is equal to 3% (6% in the case of a Covered Member described in Section 2.01(c)(iii) or 2.01(e)(iii)) multiplied by the Covered Member's Compensation for that pay period.

4. Effective August 31, 2015, Section 7.08 is amended by adding a new subsection (d) at the end thereof to read as follows:

A Member who participated in the Arens 401(k) Plan prior to its merger into the Plan on or about August 31, 2015 shall be permitted to elect a "qualified reservist distribution" as that term is defined under the Heroes Earnings Assistance and Relief Tax Act of 2008.

5. Effective January 1, 2015, Section 13.11 is added to read as follows:

13.11 Trust Fund Applicable Only to Payment of Benefits

The Trust Fund will be used and applied only in accordance with the provisions of the Plan, to provide the benefits thereof, except as provided in Section 11.04 regarding payment of expenses, and no part of the corpus or income of the Trust Fund will be used for, or diverted to, purposes other than for the exclusive benefit of Members and other persons entitled to benefits under the Plan. A Member or any other person shall have no right to any benefit, payment or other amount (including any additional amount or increase on account of a delay in distribution(s) or any other reason) from the Plan except as expressly provided by the Plan. A Member or any other person receiving any amount to which he was not entitled under the terms of the Plan shall be liable to the Plan for such amount and shall pay such amount to the Plan immediately upon becoming aware that he was not entitled to such amount.

Except to the extent amended by this Instrument of Amendment, the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed on this ____ day of _____, 2015.

Curtiss-Wright Corporation
Administrative Committee

By: _____

Date: _____

CURTISS-WRIGHT CORPORATION
RETIREMENT SAVINGS RESTORATION PLAN
As Effective January 1, 2014
FIRST INSTRUMENT OF AMENDMENT

Recitals:

1. Curtiss-Wright Corporation (the "Company") has heretofore adopted the Curtiss-Wright Corporation Retirement Savings Restoration Plan (the "Plan"), effective January 1, 2014.
2. Subsequent to the initial adoption, the Company has decided to amend the Plan, effective January 1, 2015, to provide for the recoupment of overpayments made in error.
3. Article VII(a) of the Plan permits the Board of Directors of the Company (the "Board") to amend the Plan at any time and from time to time.
4. Pursuant to Article II of the Plan, the Board has previously delegated to the Committee the authority to adopt certain Plan amendments on behalf of the Company.

Amendment to the Restoration Plan:

Article VIII is amended by adding a new paragraph (o), to read as follows:

- (o) Plan Applicable Only to Payment of Benefits

The Plan will be used and applied only in accordance with its provisions to provide the benefits hereof. A Participant or any other person entitled to benefits under the Plan shall have no right to any benefit, payment or other amount (including any additional amount or increase on account of a delay in distribution(s) or any other reason) from the Plan except as expressly provided by the Plan. A Participant or any other person receiving any amount to which he was not entitled under the terms of the Plan shall be liable to the Plan for such amount and shall pay such amount to the Plan immediately upon becoming aware that he was not entitled to such amount.

Except to the extent amended by this Instrument of Amendment, the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed on this ____ day of _____, 2015.

Curtiss-Wright Corporation
Administrative Committee

By: _____

Date: _____

CURTISS-WRIGHT CORPORATION
EXECUTIVE DEFERRED COMPENSATION PLAN
As Amended Through August 29, 2008
THIRD INSTRUMENT OF AMENDMENT

Recitals:

1. Curtiss-Wright Corporation (the "Company") has heretofore adopted the Curtiss-Wright Corporation Executive Deferred Compensation Plan (the "Plan") and has caused the Plan to be amended and restated with respect to compensation earned after December 31, 2004, including amendments adopted through August 29, 2008.
2. Subsequent to the most recent amendment, the Company has decided to amend the Plan to provide for changes in the form of payment of amounts distributed with respect to annual deferral elections, subject to the requirements of Section 409A(a)(4)(C) of the Internal Revenue Code and regulations thereunder.
3. Section 7.01 of the Plan permits the Company to amend the Plan, by written instrument, at any time and from time to time.
4. Section 7.02 of the Plan authorizes the Administrative Committee to adopt Plan amendments on behalf of the Company if they are administrative in nature or have no material financial impact on the Company.

Amendment to the Plan:

1. Section 4.01 is amended, effective July 1, 2015, by adding a new subsection to read as follows:
 - (h) A Participant who has made an election in accordance with subsection (a) or a specification in accordance with subsection (f) may subsequently revoke such election or specification of the form of payment with respect to the Deferral Amount resulting from any Deferral Election or the individual type of deferred compensation specified in such Deferral Election and make a new election of a different form of payment, subject to the subsequent deferral requirements of Sec. 409A of the Code and the Regulations promulgated thereunder.
 2. Section 4.02(a) is amended in its entirety, effective July 1, 2015, to read as follows:
 - (a) A Participant who makes a Deferral Election pursuant to Section 4.01(a) and retires prior to all Deferral Amounts being paid will be paid his remaining Deferral Amounts in a single sum in the first calendar quarter following the year in which the Participant retires from employment with the Company. Such a Participant
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may make a new election of the installment form of payment described in subsection (b) or may revoke such new election and elect a single sum payment, subject to the subsequent deferral requirements of Sec. 409A of the Code and the Regulations promulgated thereunder.

3. Section 4.02(b) is amended in its entirety, effective July 1, 2015, to read as follows:

- (b) A Participant who makes a Deferral Election pursuant to Section 4.01(b) that the Deferral Amount resulting from such Deferral Election shall be paid to him upon retirement from the Company, may further elect that such amount shall be paid to him in (1) annual installments over a specified period of 5, 10, or 15 years; or (2) a single lump sum payment. The first such Deferral Election, made with respect to Plan Years after 2004 and prior to 2007 shall apply to any Deferral Amount (i) prior to 2007 and (ii) resulting from any Deferral Election made prior to January 1, 2005, in which the Participant did not make an election in accordance with Section 4.01(a). Any Participant who makes a Deferral Election other than one described in the preceding sentence may make a new election of a different form of payment, subject to the subsequent deferral requirements of Sec. 409A of the Code and the Regulations promulgated thereunder. Single sum payments and installment payments shall commence under this section in the first calendar quarter of the year following the year in which the Participant retires. The amount of any single sum payment shall be determined as of the Valuation Date applicable to the date such payment is to be made.

4. Section 4.03(a) is amended in its entirety, effective July 1, 2015, to read as follows:

- (a) A Participant who makes a Deferral Election pursuant to Section 4.01(a) and terminates from employment with the Company prior to attaining age 55 and prior to all Deferral Amounts being paid will be paid his remaining Deferral Amounts in a single sum in the next calendar quarter following the calendar quarter in which the Participant terminated employment with the Company. Such a Participant may make a new election of the installment form of payment described in subsection (c) or may revoke such new election and elect a single sum payment, subject to the subsequent deferral requirements of Sec. 409A of the Code and the Regulations promulgated thereunder.

5. Section 4.03(c) is amended in its entirety, effective July 1, 2015, to read as follows:

- (c) Commencing with the 2008 Plan Year, a Participant who makes a Deferral Election pursuant to Section 4.01(b) that the Deferral Amount resulting from such Deferral Election shall be paid to him upon termination of employment from the Company, may further elect that such amount shall be paid to him in (1) annual installments over a specified period of 5, 10, or 15 years; or (2) a single lump sum payment. Such a Participant may make a new election of a different form of payment, subject to the subsequent deferral requirements of Sec. 409A of the Code and the Regulations promulgated thereunder. Single sum payments and installment payments shall commence under this section in the next quarter following the quarter in which the Participant terminated employment with the
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Company. The amount of any single sum payment shall be determined as of the Valuation Date applicable to the date such payment is to be made.

Except to the extent amended by this Instrument of Amendment, the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed on this ____ day of _____, 2015.

**Curtiss-Wright Corporation
Administrative Committee**

By: _____

Date: _____

**CURTISS-WRIGHT CORPORATION
RETIREMENT SAVINGS RESTORATION PLAN**

Article I. Purpose of Plan

Effective as of January 1, 2014, Curtiss-Wright Corporation (the "Corporation") hereby establishes this Curtiss-Wright Corporation Retirement Savings Restoration Plan ("the Plan") to provide a means of paying certain amounts that would be payable under the Curtiss-Wright Corporation Savings and Investment Plan (the "S&I Plan") or the Curtiss-Wright Electro-Mechanical Corporation Savings Plan (the "EMS Plan"), were it not for the limitations now or hereafter imposed by any provision of the Internal Revenue Code of 1986, as amended (the "Code").

The Plan provides a means of paying benefits to certain highly compensated and managerial employees who are participants in either the S&I Plan or the EMS Plan (individually, a "Savings Plan"). The Corporation is the sponsor of the Plan and Curtiss-Wright Electro-Mechanical Corporation, a subsidiary of Curtiss-Wright Flow Control Corporation, a subsidiary of the Corporation, is a participating employer herein.

The Plan is intended to constitute a nonqualified deferred compensation plan evidencing documentary compliance with Section 409A of the Code and an unfunded plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of the Employee Retirement Income Security Act of 1974 ("ERISA").

Article II. Administration of the Plan

This Plan shall be administered by the Curtiss-Wright Administrative Committee (the "Committee"), in accordance with powers delegated to it by the Board of Directors of the

Corporation. All questions arising in connection with the interpretation and application of this Plan shall be determined by the Committee and such determinations of the Committee shall be final, conclusive and binding upon all persons.

Article III. Participation in the Plan

All participants in a Savings Plan described in Section 3.07A(a) of the S&I Plan (not including those covered by a collective bargaining agreement that does not provide for their membership in this Plan) or Article III.2A.a of the EMS Plan (not including those covered by a collective bargaining agreement that does not provide for their membership in this Plan), as applicable, shall automatically participate in this Plan whenever the C-W Savings Contributions (as defined in Section 1.16B of the S&I Plan or Article I.23B of the EMS Plan, as applicable, and as limited in Section 3.07A(a) of the S&I Plan or Article III.2A.a of the EMS Plan, as applicable) allocated on their behalf from time to time under a Savings Plan would be limited as a result of any provision of the Code (including, but not limited to, Sections 401(a)(17) and 415 thereof) ("Participants"). Participation shall be deemed to commence under this Plan on the first day of the calendar year ("Plan Year") in which C-W Savings Contributions are first so limited under a Savings Plan.

Article IV. Retirement Savings for Participants

Each Participant shall receive supplemental retirement savings under this Plan equal to the excess, if any, of

- (a) the C-W Savings Contributions that would have been allocated to him under the Savings Plan in which he participates for any year, computed on the basis of the Participant's "compensation," as defined in such Savings Plan, for such year, calculated without regard to any Savings Plan provision incorporating or reflecting (i) limitations imposed by Section 401(a)(17) of the Code on the amount of compensation that may be taken into account under the Savings Plan, (ii) limitations imposed by Section 415 of the Code on the maximum amount of annual additions to the Participant's account under the Savings Plan or (iii) any other provision of the Code limiting the allocation of such C-W Savings Contributions under the Savings Plan, over
- (b) the C-W Savings Contributions allocated under the Savings Plan in which he participates for such year, computed otherwise as above but limited by any provision incorporating or reflecting such Code limitations.

The supplemental retirement savings otherwise payable hereunder shall be credited with interest in accordance with the following methodology. As of the first day of each month during the Plan Year, interest will be credited on the cumulative excess of (a) above over (b) above of each Participant. The amount of interest to be credited will be determined by multiplying the amount of such excess on each day of each month during the Plan Year (including interest previously credited through each such date) by the annual rate of interest on 30-year Treasury securities for the month of November preceding the first day of the Plan Year, then by aggregating the amounts determined during each month. No interest will be credited during a Plan Year on excess amounts attributable to that Plan Year.

Article V. Vesting

Supplemental retirement savings accrued by Participants will be 100% vested after three years of service for vesting purposes ("Vesting Service"). Vesting Service will be determined under this Plan by reference to a Participant's period of employment with the Corporation or an affiliated entity. Vesting Service will be determined on an elapsed times basis pursuant to principles consistent with those expressed in the definition of "vesting service" contained in the S&I Plan or the definition of "eligibility service" contained in the EMS Plan, as applicable.

Notwithstanding anything herein to the contrary, a Participant shall forfeit the entire amount of his supplemental retirement savings accrued hereunder if it is determined by the Committee that he has engaged in any of the following acts:

- (a) Disclosure, release or other failure to protect the Corporation's confidential information;
- (b) Violation of a written non-competition agreement;
- (c) Public or private disparagement of the Corporation or any of its affiliated entities;
- (d) Negligent or intentional misrepresentations detrimental to the Corporation's interest;
- (e) Misappropriation or diversion of corporate assets or business opportunities;
- (f) Sexual harassment or misconduct in the workplace; or
- (g) Physical assault of anyone in and around the workplace or business gatherings or of an employee or customer in any setting.

Article VI. Payment of Retirement Savings

This Article VI reflects the rules governing distributions of retirement savings accrued under the Plan with respect to Participants who incur a Separation from Service with the Company, both as defined below.

- (a) "Separation from Service" means, as to a particular Participant, a termination of services provided by the Participant to the Company, whether voluntarily or involuntarily, as determined by the Committee in accordance with Section 409A of the Code and Treasury Regulation Section 1.409A-1(h). In determining whether a Participant has experienced a Separation from Service, the following provisions shall apply:
 - (i) For a Participant who provides services to the Company as an employee, a Separation from Service shall occur when the Participant has experienced a termination of employment with the
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Company. A Participant shall be considered to have experienced a termination of employment for this purpose when the facts and circumstances indicate that the Participant and the Company reasonably anticipate that either (A) no further services will be performed by the Participant for the Company after the applicable date, or (B) the level of bona fide services the Participant will perform for the Company after such date will permanently decrease to no more than 20% of the average level of bona fide services performed by the Participant over the immediately preceding 36-month period (or the full period of services to the Company if the Participant has been providing services to the Company less than 36 months). However, if the Participant is on military leave, sick leave, or other bona fide leave of absence, the employment relationship between the Participant and the Company shall be treated as continuing intact, provided that the period of such leave does not exceed 6 months, or if longer, as long as the Participant retains a right to reemployment with the Company under an applicable statute or by contract. If the period of a military leave, sick leave, or other bona fide leave of absence exceeds 6 months and the Participant does not retain a right to reemployment under an applicable statute or by contract, the employment relationship shall be considered to be terminated for purposes of this Plan as of the first day immediately following the end of such 6-month period. In applying the provisions of this paragraph, a leave of absence shall be considered a bona fide leave of absence only if there is a reasonable expectation that the Participant will return to perform services for the Company.

- (ii) For purposes of this definition of "Separation from Service," the term "Company" means the Corporation or any subsidiary of the Corporation that the Participant last performed services for or was employed by, as applicable, on the date of his Separation from Service, and all other entities that are required to be aggregated together and treated as the employer under Treasury Regulation Section 1.409A-1(h)(3).

(b) A Participant shall file an election with the Committee no later than 30 days after the first day of the Plan Year following the Plan Year in which the Participant became a Participant in the Plan, specifying the time at which payment of his retirement savings shall be made or commence and the form of payment in which distribution of his retirement savings shall be made. A Participant shall be permitted to elect two of the following payment dates: (i) within 90 days after the Participant's Separation from Service prior to the Participant's attainment of age 55, or (ii) within 90 days after the first anniversary of the Participant's Separation from Service prior to the Participant's attainment of age 55, and (iii) within 90 days after the Participant's Separation from Service on or after the Participant's attainment of age 55, or (iv) within 90 days after the first anniversary of the Participant's Separation from Service on or after the Participant's attainment of age 55.

- (c) In the event a Participant fails to file a completed election form under paragraph (b) above by the 30th day after the first day of the Plan Year following his initial year of participation in the Plan, the Participant shall be deemed to have elected payment to be made within 90 days of his Separation from Service in accordance with the provisions of paragraph (f)(i) below.
- (d) A Participant's election under paragraph (b) above may not be changed or revoked in the event the Participant incurs a Separation from Service during the Plan Year following his initial year of participation in the Plan.
- (e) A Participant's election under paragraph (b) above may be changed and a later date of payment or commencement elected in the event the Participant incurs a Separation from Service during a Plan Year subsequent to that described in paragraph (d) above, provided that (i) such election may not take effect until at least 12 months after the date on which the election is made, and (ii) payment pursuant to such election may not be made or commence for at least five years following the date on which payment would otherwise have been made or commenced had the Participant's election under paragraph (b) above not been changed.
- (f) (i) Payment of a Participant's retirement savings under the Plan shall be made in a cash lump sum, unless the Participant has elected the optional form of payment as provided in subparagraph (ii) below. A Participant who fails to file a completed election form under paragraph (b) above by the 30th day after the first day of the Plan Year following his initial year of participation in the Plan shall be deemed to have elected payment to be made in a cash lump sum.
- (ii) A Participant's election under paragraph (b) above may specify that payment of his retirement savings shall commence in the form of monthly or annual installments, over a 60-month or 120-month or 5-year or 10-year period, the payment of which is to commence on the date specified in such election (provided that such date is determined by reference to a Separation from Service that occurs on or after the Participant's attainment of age 55), with subsequent installments to be made on the monthly or annual anniversary of the date of first payment. An election of the optional form of payment not made within the time limit described in paragraph (b) above or a revocation of an election of the optional form of payment and new election of payment in a cash lump sum is subject to the provisions of paragraphs (d) and (e) above regarding timing and payment commencement.
- (g) Where the amount of retirement savings payable to any Participant under the Plan, determined as provided in Article IV, is less than the limit under Section 402(g)(1)(B) of the Code as in effect for the Plan Year in which his Separation from Service occurs, such amount shall be paid in a single lump sum as soon as practicable following the Participant's Separation from Service, and any prior election in accordance with this Article VI with respect to such amount shall be void.
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- (h) In the event a Participant incurs a Separation from Service with the Company at a time when he is deemed to be a key employee, as determined in accordance with Section 416(i) of the Code (without regard to paragraph (5) thereof), any payments due him within the first six months following his Separation from Service may not be paid or commence to be paid prior to the date that is the 6-month anniversary of the Participant's Separation from Service. Key employees shall be identified on a calendar year basis and shall be subject to the six-month delay in the event their Separation from Service occurs within the 12-month period commencing April 1 following the end of the calendar year determination period.
- (i) In the event of the death of a Participant with a vested benefit under this Plan prior to payment hereunder, the Participant's retirement savings shall be paid to the Participant's Beneficiary (as defined in Section 1.09 of the S&I Plan or Article I.12 of the EMS Plan, as applicable) in the form of a lump sum on the first day of the month following the death of the Participant but in no event more than 90 days following the death of the Participant. An amendment to the definition of "beneficiary" in a Savings Plan will not change the definition in this Plan. An amendment to this Plan will be required to change the definition of Beneficiary.

Article VII. Amendment and Termination of the Plan

This Article VII governs amendment and termination of the Plan.

- (a) **Amendment.** The Board of Directors of the Corporation may amend the Plan from time to time, provided, however, that to the extent required by Section 409A of the Code, the Plan may not be amended in a manner that would give rise to an impermissible acceleration of the time or form of a payment of a benefit under the Plan pursuant to Section 409A(a)(3) of the Code. Further, no amendment shall reduce or eliminate any benefit to the extent that the right thereto shall have accrued prior to such amendment. In the event of an amendment that would reduce or eliminate any such accrued benefit then or thereafter payable pursuant to this Plan, the Corporation shall remain liable for the payment of the accrued benefits at substantially the same time and under substantially the same conditions as the accrued benefits that would have been payable under this Plan in the absence of such amendment.
- (b) **Termination and liquidation.** The Board of Directors may terminate and liquidate the Plan and distribute all benefits hereunder in accordance with the requirements of Treasury Regulation Section 1.409A-3(j)(4)(ix)(A), (B) or (C) promulgated under Section 409A of the Code (or any similar successor provision), which regulation generally provides that a deferred compensation arrangement such as the Plan may be terminated within twelve (12) months following a dissolution or change in control of the Corporation or may be terminated if the Corporation also terminates all other similar deferred compensation arrangements and distributes all benefits under the Plan not
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less than twelve (12) months and not more than twenty-four (24) months following such termination; provided, however, that to the extent required by Section 409A of the Code, the Plan may not be terminated and liquidated in a manner that would give rise to an impermissible acceleration of the time or form of a payment of a benefit under the Plan pursuant to Section 409A(a)(3) of the Code. Further, no termination and liquidation shall reduce or eliminate any benefit to the extent that the right thereto shall have accrued prior to such termination and liquidation. In the event of a termination and liquidation that would reduce or eliminate any such accrued benefit then or thereafter payable pursuant to this Plan, the Corporation shall remain liable for the payment of the accrued benefits at substantially the same time and under substantially the same conditions as the accrued benefits that would have been payable under this Plan in the absence of such termination and liquidation.

Article VIII. Operational Provisions of the Plan

This Article VIII governs administration of benefits provided under the Plan.

(a) Funding of Benefit Payments

All benefits provided for under this Plan shall be paid in cash from the general funds of the Corporation, without interest (except as provided in the last paragraph of Article IV or as provided in Article VI(h)). No special or separate fund shall be established and no segregation of assets shall be made in connection with such benefits or amounts equivalent to interest. However, the Corporation may at its election establish a bookkeeping reserve in respect of its obligations hereunder. Nothing contained in this Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between the Corporation and any Participant in this Plan or any other person. The rights that any Participant in this Plan or any other person shall have to receive benefits hereunder shall be limited to the rights of an unsecured general creditor of the Corporation.

(b) Alienation of Benefits

The benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder shall be null and void and without effect.

(c) Interpretation of Statutory Provisions

Any reference in this Plan to Sections 401(a) (17) or 415 of the Code or to any provision of ERISA shall be deemed to apply to the same as they may from time to time be amended or supplemented.

(d) No Employment Rights

Nothing in this Plan shall be construed as conferring upon any person any right to be continued as an employee or as affecting the right to discharge an employee.

(e) Governing Law

This Plan shall be construed, administered and enforced according to the laws of the State of New Jersey.

(f) Claims Procedures

The Committee shall establish a procedure for claims to benefits under the Plan, which procedure shall comply with the requirements of Section 503 of ERISA.

(g) Tax Withholding

The Corporation shall have the right to deduct from each payment made under the Plan any amount required to be withheld for taxes under federal, state or local law. Each Participant shall bear the ultimate responsibility for payment of all taxes owed under this Plan.

(h) Incapacity of Recipient

If any person entitled to a distribution under the Plan is deemed by the Committee to be incapable of personally receiving and giving a valid receipt for such payment, then, unless and until claim therefor shall have been made by a duly appointed guardian or other legal representative of such person, the Committee may provide for such payment or any part thereof to be made to any other person or institution then contributing toward or providing for the care and maintenance of such person. Any such payment shall be a payment for the account of such person and a complete discharge of any liability of the Corporation, the Committee and the Plan therefor.

(i) Unclaimed Benefit

In the event that all, or any portion, of the retirement benefits payable to a Participant or Beneficiary hereunder shall, at the expiration of five years after it shall become payable, remain unpaid solely by reason of the inability of the Corporation or the Committee, after sending a registered letter, return

receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or Beneficiary, the amount so distributable shall be treated as a forfeiture and shall be retained by the Corporation as part of its general assets.

(j) Limitation of Liability

The Committee shall not be liable for any act or omission on its part, excepting only its own willful misconduct or gross negligence or except as otherwise expressly provided by applicable law. To the extent permitted by applicable law and not otherwise covered by insurance, the Corporation shall indemnify and save harmless the Committee against any and all claims, demands, suits or proceedings in connection with the Plan that may be brought by Participants or their Beneficiaries, or by any other person, corporation, entity, government or agency thereof; provided, however, that such indemnification shall not apply with respect to acts or omissions of willful misconduct or gross negligence. The Board of Directors, at the expense of the Corporation, may settle any such claim or demand asserted or suit or proceeding brought against the Committee when such settlement appears to be in the best interest of the Corporation.

(k) Plan Construction

The Plan is not intended to be qualified under Section 401(a) of the Code and is intended to constitute an unfunded deferred compensation plan for a select group of management or highly compensated employees, within the meaning of Sections 201(2), 301(3), and 401(a)(1) of ERISA.

(l) Headings

The headings in this document are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope of intent of the Plan and shall in no way affect the Plan or the construction of any provisions thereof.

(m) Separability

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan.

(n) Section 409A Construction

The Plan shall be administered to be in compliance with Section 409A of the Code and shall be construed and interpreted to the maximum extent reasonably possible to avoid the imputation of any tax, penalty or interest pursuant to Section 409A of the Code. If any portion of a Participant's benefits under the Plan is required to be included in income by the Participant prior to receipt due to a failure of the Plan to comply with the requirements of Section 409A of the Code and related Treasury Regulations, the Committee

may determine that such Participant shall receive a distribution from the Plan in an amount equal to the lesser of (i) the portion of his benefits hereunder required to be included in income as a result of the failure of the Plan to comply with the requirements of Section 409A of the Code and related Treasury Regulations, or (ii) the Participant's unpaid benefits hereunder.

IN WITNESS WHEREOF, and as evidence of the adoption of this plan, the Corporation has caused this instrument to be executed by an officer duly authorized on this _____ day of _____, 2014.

Curtiss-Wright Corporation

By:

Subsidiaries of the Registrant

The information below is provided, as of December 31, 2015 with respect to the subsidiaries of the Registrant, all of which are wholly owned by the Corporation, directly or indirectly. The names of certain inactive subsidiaries and other consolidated subsidiaries of the Registrant have been omitted because such subsidiaries would not constitute a significant subsidiary, individually or in the aggregate.

<u>Name</u>	<u>Organized Under the Laws of</u>
Curtiss Wright Controls Inc.	Delaware
Curtiss-Wright Electro-Mechanical Corporation	Delaware
Curtiss-Wright Flow Control Corporation	New York
Dy4 Systems, Inc. (DY4 Canada)	Ontario
Metal Improvement Company, LLC	Delaware

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-116195, 333-126541, 333-126543, 333-177739, and 333-197752 on Form S-8, of our reports dated February 25, 2016 , relating to the consolidated financial statements and financial statement schedule of Curtiss-Wright Corporation and subsidiaries, and the effectiveness of internal control over financial reporting, appearing in this Annual Report on Form 10-K of Curtiss-Wright Corporation and subsidiaries for the year ended December 31, 2015 .

/s/ Deloitte & Touche LLP

Parsippany, New Jersey
February 25, 2016

Certifications

I, David C. Adams, certify that:

I have reviewed this Annual Report on Form 10-K of Curtiss-Wright Corporation;

1. 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;
2. 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;
3. The registrant's other certifying officer(s) 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
4. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 25, 2016

/s/ David C. Adams

David C. Adams

Chairman and Chief Executive Officer

Certifications

I, Glenn E. Tynan, certify that:

1. I have reviewed this Annual Report on Form 10-K of Curtiss-Wright Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) 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(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 25, 2016

/s/ Glenn E. Tynan

Glenn E. Tynan

Vice President and Chief Financial Officer

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350

In connection with the Annual Report of Curtiss-Wright Corporation (the "Company") on Form 10-K for the period ended December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), David C. Adams, as President and Chief Executive Officer of the Company, and Glenn E. Tynan, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. section 1350, that to the best of his knowledge:

- (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/ David C. Adams

David C. Adams
Chairman and
Chief Executive Officer
February 25, 2016

/s/ Glenn E. Tynan

Glenn E. Tynan
Vice President and Chief Financial Officer
February 25, 2016