

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **August 15, 2022**

SPX TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-6948
(Commission
File Number)

88-3567996
(IRS Employer
Identification No.)

**6325 Ardrey Kell Road, Suite 400
Charlotte, North Carolina 28277**
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(980) 474-3700**

NOT APPLICABLE

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01	SPXC	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

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

Item 8.01. Other Events.

As previously reported in the Form 8-K of SPX Technologies, Inc. (the “Company”) filed on August 15, 2022, the Company is the successor registrant pursuant to Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended, to SPX Corporation (“Legacy SPX”) as a result of the completion on August 15, 2022 of a holding company reorganization (“Holding Company Reorganization”) effected as a merger of Legacy SPX with and into SPX Merger, LLC, a subsidiary of the Company.

In connection with the Holding Company Reorganization, the Company assumed (including sponsorship of) the SPX 2019 Stock Compensation Plan (f/k/a the SPX Corporation 2019 Stock Compensation Plan). The Company is filing as Exhibits 10.1 through 10.5 hereto the form of award agreements under the SPX 2019 Stock Compensation Plan to be used to evidence certain awards under such plan.

In connection with the Holding Company Reorganization, certain retirement plans of Legacy SPX were assumed by SPX Enterprises, LLC, a direct wholly owned subsidiary of the Company, and were amended effective as of August 15, 2022 to reflect such assumption and effect conforming changes. These plans—as amended, the SPX Supplemental Retirement Plan for Top Management, the SPX Supplemental Retirement Savings Plan, and the SPX Supplemental Individual Account Retirement Plan—are filed as Exhibits 10.6, 10.7 and 10.8 hereto.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Form of Time-based Restricted Stock Unit Award Agreement under the SPX 2019 Stock Compensation Plan
10.2	Form of Cash-Settled Performance Unit Award Agreement under the SPX 2019 Stock Compensation Plan
10.3	Form of Performance-Based Restricted Stock Unit Award Agreement under the SPX 2019 Stock Compensation Plan
10.4	Form of Stock Option Award Agreement under the SPX 2019 Stock Compensation Plan
10.5	Form of Time-Based Restricted Stock Unit Award Agreement for Non-Employee Directors under the SPX 2019 Stock Compensation Plan
10.6	SPX Supplemental Retirement Plan for Top Management (as amended and restated effective August 15, 2022)
10.7	SPX Supplemental Retirement Savings Plan (as amended and restated effective August 15, 2022)
10.8	SPX Supplemental Individual Account Retirement Plan (as amended and restated effective August 15, 2022)
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SPX TECHNOLOGIES, INC.
(Registrant)

Date: November 2, 2022

By: /s/ Michael A. Reilly
Michael A. Reilly
Interim Chief Financial Officer and Treasurer, Chief Accounting Officer
and Vice President, Finance

SPX 2019 STOCK COMPENSATION PLAN

TIME-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS AGREEMENT (the "Agreement") is made between SPX Technologies, Inc., a Delaware corporation (the "Company"), and the Recipient pursuant to the SPX 2019 Stock Compensation Plan, as amended from time to time, and related plan documents (the "Plan") in combination with an SPX Restricted Stock Unit Summary (the "Award Summary") to be displayed at the Fidelity website. The Award Summary, which identifies the person to whom the Restricted Stock Units are granted (the "Recipient") and specifies the date (the "Award Date") and other details of this grant of Restricted Stock Units, and the electronic acceptance of this Agreement (which also is to be displayed at the Fidelity website), are incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Plan. The parties hereto agree as follows:

1. Grant of Restricted Stock Units. The Company hereby grants to the Recipient the number of Restricted Stock Units specified in the Award Summary (the "Award"), subject to the terms and conditions of the Plan and this Agreement. Each Restricted Stock Unit shall entitle the Recipient to a share of Common Stock when the Restricted Stock Unit ceases to be subject to any applicable Period of Restriction (as specified in Section 4 below). The Recipient must accept the Restricted Stock Unit Award within ninety (90) days after notification that the Award is available for acceptance and in accordance with the instructions provided by the Company. The Award automatically shall be rescinded upon the action of the Company, in its discretion, if the Award is not accepted within ninety (90) days after notification is sent to the Recipient indicating availability for acceptance. No payment of cash is required for the award of the Restricted Stock Units pursuant to this Agreement.

2. Restrictions. The Restricted Stock Units evidenced by this Award may not be sold, transferred, pledged, assigned, used to exercise options or otherwise alienated or hypothecated, whether voluntarily or involuntarily or by operation of law. The Recipient shall have no rights in the Common Stock underlying the Restricted Stock Units until the Restricted Stock Units cease to be subject to any applicable Period of Restriction and the delivery of the underlying shares of Common Stock is made, or as otherwise provided in the Plan or this Agreement. The Recipient shall not have any voting rights with respect to the Restricted Stock Units, nor shall the Recipient receive or be entitled to receive any dividends or dividend equivalents with respect to the Restricted Stock Units.

3. Restricted Stock Unit Account. The Company shall maintain an account (the "Restricted Stock Unit Account" or "Account") on its books in the name of the Recipient, which shall reflect the number of Restricted Stock Units awarded to the Recipient.

4. Period of Restriction. Subject to the provisions of the Plan and this Agreement, unless they are vested or forfeited earlier as described in Section 5, 6, or 7 of this Agreement, as applicable, the Restricted Stock Unit Award shall become vested in equal one-third increments on the first, second and third anniversaries of the Award Date (each, a "Vesting Date") subject to the Recipient's continuous employment with a Subsidiary of the Company through the applicable Vesting Date, provided that the Committee, in its sole discretion, and subject to Section 15, may accelerate the vesting of all or a portion of the Restricted Stock Units, at any time and from time to time. Only a whole number of Restricted Stock Units shall become vested as of any given Vesting Date. If the number of Restricted Stock Units determined as of a Vesting Date is a fractional number, the number vesting shall be rounded up to the nearest whole number with any fractional portion carried forward.

Upon vesting, all vested Restricted Stock Units shall cease to be considered Restricted Stock Units, subject to the terms and conditions of the Plan and this Agreement, and except as otherwise provided in the Agreement (including Section 15), the Recipient shall be entitled to receive one share of Common Stock for each vested Restricted Stock Unit in the Recipient's Account.

5. Vesting upon Certain Terminations.

(a) Disability or Death. If, while the Restricted Stock Units are subject to any applicable Period of Restriction, the Recipient experiences a termination of Service by reason of Disability or death, then the portion of the Restricted Stock Units subject to the Period of Restriction shall become fully vested as of the date of such termination of Service without regard to the Period of Restriction set forth in Section 4 of this Agreement.

(b) Retirement. If, while the Restricted Stock Units are subject to any applicable Period of Restriction, the Recipient experiences a termination of Service by reason of Retirement (as defined below), then a portion of the Restricted Stock Units still subject to a Period of Restriction shall vest, with such portion vesting equal to the number of Restricted Stock Units that would have vested on the next following Vesting Date (assuming the Recipient's employment had continued through such Vesting Date) multiplied by a fraction, the numerator of which is the number of full months elapsed since the Tranche Beginning Date (as defined below), and the denominator of which is 12; provided, however, such numerator shall be zero if the termination of Service occurs within 90 days of the Tranche Beginning Date. Any Restricted Stock Units still subject to a Period of Restriction after giving effect to the preceding sentence shall be forfeited as of the date of the Recipient's termination.

A Recipient shall be eligible for "Retirement" treatment for purposes of this Agreement if, at the time of the Recipient's termination of Service, (i) the Recipient is age 60 or older, (ii) has completed ten years of Service with a Subsidiary of the Company (provided that the Subsidiary has been directly or indirectly owned by the Company or any predecessor of the Company for at least three years), and (iii) elects to retire by providing appropriate notice to the Human Resources department of the Subsidiary of the Company to which the Recipient is employed with. The "Tranche Beginning Date" shall be (X) the Award Date, if the termination of Service occurs prior to the first Vesting Date, or (Y) the most recent prior Vesting Date, if the termination of Service occurs after the first Vesting Date.

6. Forfeiture upon Termination due to Reason other than Disability or Death. If, while the Restricted Stock Units are subject to any applicable Period of Restriction, the Recipient experiences a termination of Service for any reason other than the Recipient's Disability or death, and subject to Sections 5(b) and 7, then the Recipient shall forfeit any Restricted Stock Units that are subject to the Period of Restriction on the date of such termination of Service.

7. Termination Without Cause Following Change of Control. Subject to Section 8, in the event the Recipient is terminated without Cause within two years following a Change of Control, the Restricted Stock Units subject to any applicable Period of Restriction shall become fully vested as of the termination without Cause and shall cease to be subject to the Period of Restriction set forth in Section 4 of this Agreement.

8. Effect of Change of Control. In the event of a Change of Control:

(a) No cancellation, termination, lapse of Period of Restriction, settlement or other payment shall occur with respect to any Restricted Stock Units if the Committee (as constituted immediately prior to the Change of Control) reasonably determines, in good faith, prior to the Change of Control that the Restricted Stock Units shall be honored or assumed or new rights substituted therefor by an Alternative Award, in accordance with the terms of Section 13.5 of the Plan.

(b) Notwithstanding Section 8(a), if an Alternative Award meeting the requirements of Section 13.5 of the Plan cannot be issued, or the Committee so determines at any time prior to the Change of Control, any Restricted Stock Units subject to an applicable Period of Restriction shall become fully vested and free of any Period of Restriction immediately prior to the Change of Control.

(c) Notwithstanding Sections 8(a) and 8(b), and subject to Section 13.4 of the Plan, the Committee (as constituted immediately prior to the Change of Control) may, in its discretion, cancel any Restricted Stock Units in exchange for an amount equal to the Change of Control Price multiplied by the aggregate number of shares of Common Stock covered by such Award.

9. Adjustment in Capitalization. In the event of any change in the Common Stock of the Company through stock dividends or stock splits, a corporate spin-off, reverse spin-off, split-off or split-up, extraordinary cash dividend or other distribution of assets by the Company, or recapitalization, merger, consolidation, exchange of shares, or a similar event, the number of Restricted Stock Units subject to this Agreement shall be equitably adjusted by the Committee to preserve the intrinsic value of any Awards granted under the Plan. Such mandatory adjustment may include a change in any or all of the number and kind of shares of Common Stock or other equity interests underlying the Restricted Stock Units, and/or if reasonably determined in good faith by the Committee prior to such adjustment event, that the Restricted Stock Units (in whole or in part) shall be replaced by Alternative Awards meeting the requirements set forth in Section 13.5 of the Plan. In addition, the Committee may make provisions for a cash payment to a Recipient in such event. The number of shares of Common Stock or other equity interests underlying the Restricted Stock Units shall be rounded to the nearest whole number. Any such adjustment shall not result in adverse tax consequences to the Recipient under Code Section 409A.

10. Delivery of Stock Certificates or Cash. Subject to the requirements of Sections 11 and 12 below, as promptly as practicable after the Restricted Stock Units should be settled and paid as otherwise provided in accordance with this Agreement, but in no event later than 60 days after such date, the Company may, if applicable, cause to be issued and delivered to the Recipient, the Recipient's legal representative, or a brokerage account for the benefit of the Recipient, as the case may be, certificates for the shares of Common Stock that correspond to the vested Restricted Stock Units, or, pursuant to Section 8, a check shall be delivered to the last known address of the Recipient.

11. Tax Withholding. Regardless of any action the Company, any Subsidiary of the Company, or the Recipient's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax") that the Recipient is required to bear pursuant to all applicable laws, the Recipient hereby acknowledges and agrees that the ultimate liability for all Tax is and remains the responsibility of the Recipient.

Prior to receipt of any shares of Common Stock that correspond to settlement of vested Restricted Stock Units, the Recipient shall pay or make adequate arrangements satisfactory to the Company and/or any Subsidiary of the Company to satisfy all withholding and payment obligations of the Company and/or any Subsidiary of the Company. In this regard, the Recipient authorizes the Company and/or any Subsidiary of the Company to withhold all applicable Tax legally payable by the Recipient from the Recipient's wages or other cash compensation paid to the Recipient by the Company and/or any Subsidiary of the Company or from the proceeds of the sale of shares of Common Stock. Alternatively, or in addition, the Company may sell or arrange for the sale of Common Stock that the Recipient is due to acquire to satisfy the withholding obligation for Tax and/or withhold any Common Stock (not to exceed maximum statutory rates). Finally, the Recipient agrees to pay the Company or any Subsidiary of the Company any amount of any Tax that the Company or any Subsidiary of the Company may be required to withhold as a result of the Recipient's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to deliver Common Stock if the Recipient fails to comply with its obligations in connection with the tax as described in this section.

The Company advises the Recipient to consult a lawyer or accountant with respect to the tax consequences for the Recipient under the Plan.

The Company and/or any Subsidiary of the Company: (a) make no representations or undertakings regarding the tax treatment in connection with the Plan; and (b) do not commit to structure the Plan to reduce or eliminate the Recipient's liability for Tax.

12. Securities Laws. This Award is a private offer that may be accepted only by a Recipient who is an employee of a Subsidiary of the Company and who satisfies the eligibility requirements outlined in the Plan and the Committee's administrative procedures. This Award may not be registered with the body responsible for regulating offers of securities in the Recipient's country. The future value of Common Stock acquired under the Plan is unknown and could increase or decrease.

Neither the Plan nor any offering materials related to the Plan may be distributed to the public. The Common Stock should be resold only on the New York Stock Exchange and should not be resold to the public except in full compliance with all applicable securities laws.

If a Registration Statement under the Securities Act of 1933, as amended, is not in effect with respect to the shares of Common Stock to be issued pursuant to this Agreement, the Recipient hereby represents that the Recipient is acquiring the shares of Common Stock for investment and with no present intention of selling or transferring them and that the Recipient shall not sell or otherwise transfer the shares except in compliance with all applicable securities laws and requirements of any stock exchange on which the shares of Common Stock may then be listed.

13. No Employment or Compensation Rights. This Section applies whether or not the Company has full discretion in the operation of the Plan, and whether or not the Company could be regarded as being subject to any legal obligations in the operation of the Plan. It also applies both during and after the period that the Recipient is providing Services, whether the termination of a Recipient's Service is lawful or unlawful.

Nothing in the rules, the operation of the Plan or this Agreement forms part of the contract of employment or employment relationship between the Recipient and the Company or any Subsidiary of the Company. The rights and obligations arising from the employment relationship between the Recipient and the Company or one of its Subsidiaries are separate from, and are not affected by, the Plan. This Agreement shall not confer upon the Recipient any right to continue to provide Services, nor shall this Agreement interfere in any way with the Company's or its Subsidiaries' right to terminate Recipient's Service at any time.

The grant of rights on a particular basis in any year does not create any right to or expectation of the grant of rights on the same basis, or at all, in any future year.

No employee is entitled to participate in the Plan, or to be considered for participation in the Plan, at a particular level or at all. Participation in any operation of the Plan does not imply any right to participate, or to be considered for participation, in any later operation of the Plan.

Without prejudice to a Recipient's rights under the Plan, subject to and in accordance with the express terms of the applicable rules, no Recipient has any rights in respect of the Company's exercise or omission to exercise any discretion, or making or omission to make any decision, relating to the right. Any and all discretion, decisions or omissions relating to the right may operate to the disadvantage of the Recipient, even if this could be regarded as capricious or unreasonable or could be regarded as a breach of any implied term between the Recipient and the Recipient's employer, including any implied duty of trust and confidence. Any such implied term is hereby excluded and overridden.

No employee has any right to compensation for any loss in relation to the Plan, including:

- any loss or reduction of any rights or expectations under the Plan in any circumstances or for any reason (including lawful or unlawful termination of Service);
- any exercise of discretion or a decision taken in relation to the Plan, or any failure to exercise discretion or make a decision; or
- the operation, suspension, termination or amendment of the Plan.

The Restricted Stock Units granted pursuant to this Agreement do not constitute part of the Recipient's wages or remuneration or count as pay or remuneration for pension or other purposes. If the Recipient experiences a termination of Service, in no circumstances shall the Recipient be entitled to any compensation for any loss of any right or benefit or any prospective right or benefit under the Plan or this Agreement that the Recipient might otherwise have enjoyed had such Service continued, whether such compensation is claimed by way of damages for wrongful dismissal, breach of contract or otherwise.

Participation in the Plan is permitted only on the basis that the Recipient accepts all of the terms and conditions of the Plan and this Agreement, as well as the administrative rules established by the Committee. By participating in the Plan, a Recipient waives all rights under the Plan to the fullest extent permitted by applicable laws, other than the rights subject to and in accordance with the express terms of the applicable rules, in consideration for, and as a condition of, the grant of rights under the Plan. Neither this Agreement nor the Plan confers on the Recipient any legal or equitable rights (other than those related to the Restricted Stock Unit Award) against the Company or any Subsidiary of the Company or directly or indirectly gives rise to any cause of action in law or in equity against the Company or any Subsidiary of the Company.

Nothing in this Plan confers any benefit, right or expectation on a person who is not a Recipient.

14. Data Privacy. The Recipient understands that the Company, with its headquarters located at 6325 Ardrey Kell Road Suite 400, Charlotte, North Carolina, USA 28277, shall act as the data controller with regard to the processing of the Recipient's personal data for the purpose of implementing the Plan and may be directly contacted at this address and/or by email at Privacy@spx.com and telephone at 980-474-3700.

The Recipient understands that the Recipient's employer and any of its affiliates may hold certain personal information about him or her, including the Recipient's name, date of birth, date of hire, home and business addresses and telephone numbers, e-mail address, business group/segment, employment status, account identification, and details of all rights and other entitlement to shares or units awarded, cancelled, purchased, vested, unvested or outstanding in the Recipient's favor pursuant to this Agreement, for the purpose of managing and administering the Plan ("Data"). The Recipient's employer may communicate the Data to the Company for the purpose of the Plan.

The Recipient understands that the collection, storage, use and processing, in electronic or other form, of his or her Data is necessary for the exclusive purpose of implementing, administering and managing the Recipient's participation in the Plan.

The Data may be made available to the authorized personnel of the Company and its affiliate, and to a broker or other third party with whom shares acquired pursuant to the Plan may be deposited, as well as to government and other regulatory authorities for the purpose of complying with their legal obligations in connection with the Plan.

As such, the Recipient further understands that the Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Recipient's country or elsewhere, including outside the European Economic Area, and that the Recipient's country may have less adequate data privacy laws and protections than the Recipient's country. The Company has entered into contractual arrangements to ensure the same safeguards for the Data as required under European Union Law. A third party to whom the Data may be passed is Fidelity Investments and its affiliates.

The Recipient may request at any time and without cost:

- a list with the names and addresses of any potential recipients of the Data;
- access to and access the Data relating to the Recipient;
- any additional information about the storage and processing of the Data.

The Recipient may exercise the above-mentioned rights by contacting the Recipient's local human resources representative or the Company's local data privacy administrator at Privacy@spx.com.

In addition, the Recipient may also object, on grounds relating to his or her particular situation, at any time to the processing of the Data, in which case, the Company shall no longer process the Data relating to the Recipient until the Company demonstrates compelling legitimate grounds for the processing. The Recipient understands, however, that objecting to the processing of the Data, although it shall not have any negative effect on the Recipient's employment, may affect the Recipient's ability to participate in the Plan. For more information on the consequences of such objection, the Recipient may contact the Company's local data privacy administrator.

The Recipient understands that Data shall be held only as long as necessary to implement, administer and manage the Recipient's participation in the Plan.

In any case, the Recipient has the right to lodge a complaint with the relevant local supervisory authority.

15. Compliance with Code Section 409A. Notwithstanding any provision of the Plan or this Agreement to the contrary, the Award is intended to be exempt from or, in the alternative, comply with Code Section 409A and the interpretive guidance thereunder, including the exceptions for stock rights and short-term deferrals. The Plan and the Agreement shall be construed and interpreted in accordance with such intent. References in the Plan and this Agreement to "termination of Service" and similar terms shall mean a "separation from service" within the meaning of that term under Code Section 409A. Any payment or distribution that is to be made to a Recipient who is a "specified employee" of the Company or a Subsidiary of the Company within the meaning of that term under Code Section 409A and as determined by the Committee, on account of a "separation from service" under Code Section 409A, may not be made before the date which is six months after the date of such "separation from service," unless the payment or distribution is exempt from the application of Code Section 409A by reason of the short-term deferral exemption or otherwise.

16. No Fractional Shares. No fractional shares of Common Stock shall be issued or delivered under this Agreement. The Committee shall determine whether cash or other property shall be issued or paid in lieu of such fractional shares of Common Stock or whether such fractional shares of Common Stock or any rights thereto shall be forfeited or otherwise eliminated.

17. Amendment. The Board may at any time amend, modify or terminate the Plan and this Agreement; provided, however, that no such action of the Board shall adversely affect the Recipient's rights under this Agreement without the consent of the Recipient. The Board or the Committee, to the extent it deems necessary or advisable in its sole discretion, reserves the right, but shall not be required, to unilaterally amend or modify this Agreement so that the Award qualifies for exemption from or complies with Code Section 409A; provided, however, that the Board, the Committee and the Company make no representations that the Award shall be exempt from or comply with Code Section 409A and make no undertaking to preclude Code Section 409A from applying to the Award.

18. Plan Terms and Committee Authority. This Agreement and the rights of the Recipient hereunder are subject to all of the terms and conditions of the Plan, as it may be amended from time to time, as well as to such rules and regulations as the Committee may adopt for administration of the Plan. It is expressly understood that the Committee is authorized to administer, construe and make all determinations necessary or appropriate for the administration of the Plan and this Agreement, all of which shall be binding upon the Recipient. Any inconsistency between this Agreement and the Plan shall be resolved in favor of the Plan. The Recipient hereby acknowledges receipt of a copy of the Plan and this Agreement.

19. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any jurisdiction, or as to any person, or would disqualify the Plan or the Agreement under any law deemed applicable by the Board, such provision shall be construed or deemed amended to conform to applicable laws, or, if it cannot be so construed or deemed amended without, in the Board's determination, materially altering the intent of the Plan or the Agreement, such provision shall be stricken as to such jurisdiction or person, and the remainder of the Agreement shall remain in full force and effect.

20. Governing Law and Jurisdiction. The Plan and this Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, United States of America. The jurisdiction and venue for any disputes arising under, or any action brought to enforce (or otherwise relating to), the Plan shall be exclusively in the courts in the State of North Carolina, County of Mecklenburg, United States of America, including the Federal Courts located therein (should Federal jurisdiction exist). As consideration for and by accepting the Award, the Recipient agrees that the Governing Law and Jurisdiction provisions of this Section 20 shall supersede any Governing Law or similar provisions contained or referenced in any prior equity awards made by the Company or a predecessor of the Company to the Recipient, and, accordingly, such prior equity awards shall become subject to the terms and conditions of the Governing Law and Jurisdiction provisions of this Section 20.

21. Successors. All obligations of the Company under this Agreement shall be binding on any successor to the Company, whether the existence of the successor results from a direct or indirect purchase of all or substantially all of the business or assets of the Company or both, or a merger, spin-off, consolidation or otherwise.

22. Compensation Recovery. This Award shall be subject to any compensation recovery policy adopted by the Company, including any policy required to comply with applicable law or listing standards, as such policy may be amended from time to time in the sole discretion of the Company. As consideration for and by accepting the Award, the Recipient agrees that all prior equity awards made by the Company or a predecessor of the Company to the Recipient shall become subject to the terms and conditions of the provisions of this Section 22.

23. Language. If the Recipient has received this Agreement or any other document related to the Plan translated into a language other than English and the translated version is different than the English version, the English version shall control.

24. Further Assurances. The Recipient agrees to use his or her reasonable efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for the Recipient's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

25. Addendums. The Company may adopt addendums to this Agreement, which shall constitute part of this Agreement. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any country-specific terms set forth in an Addendum for the Recipient's country of residence or employment. Moreover, if the Recipient relocates to one of the countries included in the Addendum, the terms for such country shall apply to the Recipient, to the extent the Company determines that the application of such terms is necessary or advisable.

SPX 2019 STOCK COMPENSATION PLAN

CASH-SETTLED PERFORMANCE UNIT AWARD AGREEMENT

THIS AGREEMENT (the “Agreement”) is made between SPX Technologies, Inc., a Delaware corporation (the “Company”), and the Recipient pursuant to the SPX 2019 Stock Compensation Plan, as amended from time to time, and related plan documents (the “Plan”) in combination with an SPX Performance Unit Summary (the “Award Summary”) to be displayed at the Fidelity website. The Award Summary, which identifies the person to whom the Performance Units are granted (the “Recipient”) and specifies the date (the “Award Date”) and other details of this grant of Performance Units, and the electronic acceptance of this Agreement (which also is to be displayed at the Fidelity website), are incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Plan. The parties hereto agree as follows:

1. Grant of Performance Units. The Company hereby grants to the Recipient the target number of Performance Units specified in the Award Summary (the “Award”), subject to the terms and conditions of the Plan and this Agreement (including any adjustment to the target number as provided under Section 5(b)). The Performance Units shall vest based on the Company’s performance during any applicable Period of Restriction, as specified in Section 4 and pursuant to the terms of the Award Summary. Subject to the limitations in the Plan, each Performance Unit shall entitle the Recipient to a cash payment equal to \$1.00 when the Performance Unit ceases to be subject to any applicable Period of Restriction (as specified in Section 4 below). The Recipient must accept the Performance Unit Award within ninety (90) days after notification that the Award is available for acceptance and in accordance with the instructions provided by the Company. The Award automatically shall be rescinded upon the action of the Company, in its discretion, if the Award is not accepted within ninety (90) days after notification is sent to the Recipient indicating availability for acceptance.

2. Restrictions. The Performance Units evidenced by this Award may not be sold, transferred, pledged, assigned, used to exercise options or otherwise alienated or hypothecated, whether voluntarily or involuntarily or by operation of law. The Recipient shall have no rights to any payment under this Award until the Performance Units cease to be subject to any applicable Period of Restriction and the payment is paid, or as otherwise provided in the Plan or this Agreement.

3. Performance Unit Account. The Company shall maintain an account (the “Performance Unit Account” or “Account”) on its books in the name of the Recipient, which shall reflect the number of Performance Units awarded to the Recipient.

4. Period of Restriction. Subject to the provisions of the Plan and this Agreement, unless they are vested or forfeited earlier as described in Section 5, 6, or 7 of this Agreement, as applicable, the number of Performance Units that shall become vested shall be determined in accordance with the chart below, based on the Company's Segment Income (as defined below) during the Measurement Period. If the Company's Segment Income falls between Threshold and Target or between Target and Maximum levels of performance, the number of Performance Units that vest shall be calculated using straight-line interpolation. The "Vesting Date" shall be the date after the completion of the Measurement Period (not later than March 15 of the year following completion of the Measurement Period) that the Board (or appropriate Board committee) has certified in writing the applicable performance results. The "Period of Restriction" commences on the grant date and ends on the Vesting Date.

	<u>Segment Income</u>	<u>Number of Performance Units Vesting</u>
Below Threshold	[XX]	[XX]
Threshold	[XX]	[XX]
Target	[XX]	[XX]
Maximum	[XX]	[XX]

x = Target amount of Performance Units, as specified in the Award Summary, and as may be adjusted pursuant to Section 5(b).

"Segment Income" shall mean the Company's disclosed total Segment Income; provided, however, in the event of material acquisitions or dispositions during the Measurement Period, the performance incentive Threshold, Target and Maximum criteria, and/or the determination of Segment Income, shall be adjusted in an equitable and proportionate manner as determined by the Committee and in accordance with any applicable provisions of the Plan.

"Measurement Period" shall mean the three (3) year period commencing on [], and ending on [].

Upon vesting on the Vesting Date, all vested Performance Units shall cease to be considered Performance Units, subject to the terms and conditions of the Plan and this Agreement, and except as otherwise provided in the Agreement (including Section 16) and the Plan, the Recipient shall be entitled to receive \$1.00 for each vested Performance Unit in the Recipient's Account.

If the Board (or appropriate Board committee) certifies that Threshold has not been achieved, all Performance Units subject to this Agreement shall immediately be forfeited and canceled. To the extent any Performance Units subject to this Agreement do not vest upon the above performance certification by the Board (or appropriate Board committee), such Performance Units shall immediately be forfeited and canceled.

5. Vesting upon Certain Terminations.

(a) Disability or Death. If, while the Performance Units are subject to any applicable Period of Restriction, the Recipient experiences a termination of Service by reason of Disability or death, then the portion of the Performance Units subject to the Period of Restriction shall become fully vested at the Target level of performance (as specified in the Award Summary) as of the date of such termination of Service without regard to the Period of Restriction set forth in Section 4 of this Agreement.

(b) Retirement. If, while the Performance Units are subject to any applicable Period of Restriction, the Recipient experiences a termination of Service by reason of Retirement (as defined below), then a portion of the Performance Units still subject to a Period of Restriction shall be retained, with such portion being retained equal to the target number of Performance Units specified in the Award Summary multiplied by a fraction, the numerator of which is the number of full months elapsed since [], and the denominator of which is 36; provided, however, such fraction may never be greater than 1. Such portion retained shall be the target number of Performance Units under this Award thereafter, and the remaining portion of Performance Units shall be forfeited as of the date of the Recipient's termination. The retained portion of Performance Units shall vest only if (and at the time that) the specified performance goals are achieved and vesting occurs for Recipients who remain actively employed.

A Recipient shall be eligible for "Retirement" treatment for purposes of this Agreement if, at the time of the Recipient's termination of Service, (i) the Recipient is age 60 or older, (ii) has completed ten years of Service with a Subsidiary of the Company (provided that the Subsidiary has been directly or indirectly owned by the Company or any predecessor of the Company for at least three years), has been an employee of the Company or any predecessor of the Company for at least ninety (90) days following the Award Date and (iii) elects to retire by providing appropriate notice to the Human Resources department of the Subsidiary of the Company to which the Recipient is employed with.

6. Forfeiture upon Termination due to Reason other than Disability or Death. If, while the Performance Units are subject to any applicable Period of Restriction, the Recipient experiences a termination of Service for any reason other than the Recipient's Disability or death, and subject to Sections 5(b) and 7, then the Recipient shall forfeit any Performance Units that are subject to the Period of Restriction on the date of such termination of Service.

7. Termination Without Cause Following Change of Control. Subject to Section 8, in the event the Recipient is terminated without Cause within two years following a Change of Control, the Performance Units subject to any applicable Period of Restriction shall become fully vested at the Target level of performance (as specified in the Award Summary) as of the termination without Cause and shall cease to be subject to the Period of Restriction set forth in Section 4 of this Agreement.

8. Effect of Change of Control. In the event of a Change of Control:

(a) No cancellation, termination, lapse of Period of Restriction, settlement or other payment shall occur with respect to any Performance Units if the Committee (as constituted immediately prior to the Change of Control) reasonably determines, in good faith, prior to the Change of Control that the Performance Units shall be honored or assumed or new rights substituted therefor by an Alternative Award, in accordance with the terms of Section 13.5 of the Plan.

(b) Notwithstanding Section 8(a), if an Alternative Award meeting the requirements of Section 13.5 of the Plan cannot be issued, or the Committee so determines at any time prior to the Change of Control, any Performance Units subject to an applicable Period of Restriction shall become fully vested at the Target level of performance (as specified in the Award Summary) and free of any Period of Restriction immediately prior to the Change of Control.

9. Adjustment in Capitalization. In the event of any change in the Common Stock of the Company through stock dividends or stock splits, a corporate spin-off, reverse spin-off, split-off or split-up, extraordinary cash dividend or other distribution of assets by the Company, or recapitalization, merger, consolidation, exchange of shares, or a similar event, the terms, conditions, or number of Performance Units subject to this Agreement shall be equitably adjusted by the Committee to preserve the intrinsic value of any Awards granted under the Plan (including, if reasonably determined in good faith by the Committee prior to such adjustment event, the Performance Units (in whole or in part) shall be replaced by Alternative Awards meeting the requirements set forth in Section 13.5 of the Plan). The number of Performance Units shall be rounded to the nearest whole number. Any such adjustment shall not result in adverse tax consequences to the Recipient under Code Section 409A.

10. Delivery of Payment in Cash Upon Settlement. Subject to the requirements of Sections 11 and 12 below, as promptly as practicable after the Vesting Date, but in no event later than March 15 of the year following the completion of the Measurement Period, the Company shall deliver a check to the last known address of the Recipient representing a lump-sum cash payment of \$1.00 per Performance Unit (or make such cash payment in an alternative manner as determined by the Company); provided, however, that any portion of the cash payment that would be in excess of the fiscal year limitations set forth in the Plan shall be made in the first month of the subsequent fiscal year (or fiscal years thereafter if necessary to avoid violating such Plan limitation). In no event shall Performance Units under this Award be settled in shares of Common Stock.

11. Tax Withholding. Regardless of any action the Company, any Subsidiary of the Company, or the Recipient's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax") that the Recipient is required to bear pursuant to all applicable laws, the Recipient hereby acknowledges and agrees that the ultimate liability for all Tax is and remains the responsibility of the Recipient.

The Company may withhold, or require the Recipient to remit, an amount sufficient to satisfy all withholding and payment obligations of the Company and/or any Subsidiary of the Company. In this regard, the Recipient authorizes the Company and/or any Subsidiary of the Company to withhold all applicable Tax legally payable by the Recipient from any payment made pursuant to this Agreement or from the Recipient's wages or other cash compensation paid to the Recipient by the Company and/or any Subsidiary of the Company. The Company may refuse to deliver the payment hereunder if the Recipient fails to comply with its obligations in connection with the tax as described in this section.

The Company advises the Recipient to consult a lawyer or accountant with respect to the tax consequences for the Recipient under the Plan.

The Company and/or any Subsidiary of the Company: (a) make no representations or undertakings regarding the tax treatment in connection with the Plan; and (b) do not commit to structure the Plan to reduce or eliminate the Recipient's liability for Tax.

12. Securities Laws. This Award is a private offer that may be accepted only by a Recipient who is an employee of a Subsidiary of the Company and who satisfies the eligibility requirements outlined in the Plan and the Committee's administrative procedures. This Award may not be registered with the body responsible for regulating offers of securities in the Recipient's country.

Neither the Plan nor any offering materials related to the Plan may be distributed to the public.

If a Registration Statement under the Securities Act of 1933, as amended, is not in effect with respect to the shares of Common Stock to be issued pursuant to this Agreement, the Recipient hereby represents that the Recipient is acquiring the shares of Common Stock for investment and with no present intention of selling or transferring them and that the Recipient shall not sell or otherwise transfer the shares except in compliance with all applicable securities laws and requirements of any stock exchange on which the shares of Common Stock may then be listed.

13. No Employment or Compensation Rights. This Section applies whether or not the Company has full discretion in the operation of the Plan, and whether or not the Company could be regarded as being subject to any legal obligations in the operation of the Plan. It also applies both during and after the period that the Recipient is providing Services, whether the termination of a Recipient's Service is lawful or unlawful.

Nothing in the rules, the operation of the Plan or this Agreement forms part of the contract of employment or employment relationship between the Recipient and the Company or any Subsidiary of the Company. The rights and obligations arising from the employment relationship between the Recipient and the Company or one of its Subsidiaries are separate from, and are not affected by, the Plan. This Agreement shall not confer upon the Recipient any right to continue to provide Services, nor shall this Agreement interfere in any way with the Company's or its Subsidiaries' right to terminate Recipient's Service at any time.

The grant of rights on a particular basis in any year does not create any right to or expectation of the grant of rights on the same basis, or at all, in any future year.

No employee is entitled to participate in the Plan, or to be considered for participation in the Plan, at a particular level or at all. Participation in any operation of the Plan does not imply any right to participate, or to be considered for participation, in any later operation of the Plan.

Without prejudice to a Recipient's rights under the Plan, subject to and in accordance with the express terms of the applicable rules, no Recipient has any rights in respect of the Company's exercise or omission to exercise any discretion, or making or omission to make any decision, relating to the right. Any and all discretion, decisions or omissions relating to the right may operate to the disadvantage of the Recipient, even if this could be regarded as capricious or unreasonable or could be regarded as a breach of any implied term between the Recipient and the Recipient's employer, including any implied duty of trust and confidence. Any such implied term is hereby excluded and overridden.

No employee has any right to compensation for any loss in relation to the Plan, including:

- any loss or reduction of any rights or expectations under the Plan in any circumstances or for any reason (including lawful or unlawful termination of Service);
- any exercise of discretion or a decision taken in relation to the Plan, or any failure to exercise discretion or make a decision; or
- the operation, suspension, termination or amendment of the Plan.

The Performance Units granted pursuant to this Agreement do not constitute part of the Recipient's wages or remuneration or count as pay or remuneration for pension or other purposes. If the Recipient experiences a termination of Service, in no circumstances shall the Recipient be entitled to any compensation for any loss of any right or benefit or any prospective right or benefit under the Plan or this Agreement that the Recipient might otherwise have enjoyed had such Service continued, whether such compensation is claimed by way of damages for wrongful dismissal, breach of contract or otherwise.

Participation in the Plan is permitted only on the basis that the Recipient accepts all of the terms and conditions of the Plan and this Agreement, as well as the administrative rules established by the Committee. By participating in the Plan, a Recipient waives all rights under the Plan to the fullest extent permitted by applicable laws, other than the rights subject to and in accordance with the express terms of the applicable rules, in consideration for, and as a condition of, the grant of rights under the Plan. Neither this Agreement nor the Plan confers on the Recipient any legal or equitable rights (other than those related to the Performance Unit Award) against the Company or any Subsidiary of the Company or directly or indirectly gives rise to any cause of action in law or in equity against the Company or any Subsidiary of the Company.

Nothing in this Plan confers any benefit, right or expectation on a person who is not a Recipient.

14. Data Privacy. The Recipient understands that the Company, with its headquarters located at 6325 Ardrey Kell Road Suite 400, Charlotte, North Carolina, USA 28277, shall act as the data controller with regard to the processing of the Recipient's personal data for the purpose of implementing the Plan and may be directly contacted at this address and/or by email at Privacy@spx.com and telephone at 980-474-3700.

The Recipient understands that the Recipient's employer and any of its affiliates may hold certain personal information about him or her, including the Recipient's name, date of birth, date of hire, home and business addresses and telephone numbers, e-mail address, business group/segment, employment status, account identification, and details of all rights and other entitlement to shares or units awarded, cancelled, purchased, vested, unvested or outstanding in the Recipient's favor pursuant to this Agreement, for the purpose of managing and administering the Plan ("Data"). The Recipient's employer may communicate the Data to the Company for the purpose of the Plan.

The Recipient understands that the collection, storage, use and processing, in electronic or other form, of his or her Data is necessary for the exclusive purpose of implementing, administering and managing the Recipient's participation in the Plan.

The Data may be made available to the authorized personnel of the Company and its affiliate, and to a broker or other third party with whom shares acquired pursuant to the Plan may be deposited, as well as to government and other regulatory authorities for the purpose of complying with their legal obligations in connection with the Plan.

As such, the Recipient further understands that the Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Recipient's country or elsewhere, including outside the European Economic Area, and that the Recipient's country may have less adequate data privacy laws and protections than the Recipient's country. The Company has entered into contractual arrangements to ensure the same safeguards for the Data as required under European Union Law. A third party to whom the Data may be passed is Fidelity Investments and its affiliates.

The Recipient may request at any time and without cost:

- a list with the names and addresses of any potential recipients of the Data;
- access to and access the Data relating to the Recipient;
- any additional information about the storage and processing of the Data.

The Recipient may exercise the above-mentioned rights by contacting [the Recipient's local human resources representative or the Company's local data privacy administrator at Privacy@spx.com.

In addition, the Recipient may also object, on grounds relating to his or her particular situation, at any time to the processing of the Data, in which case, the Company shall no longer process the Data relating to the Recipient until the Company demonstrates compelling legitimate grounds for the processing. The Recipient understands, however, that objecting to the processing of the Data, although it shall not have any negative effect on the Recipient's employment, may affect the Recipient's ability to participate in the Plan. For more information on the consequences of such objection, the Recipient may contact the Company's local data privacy administrator.

The Recipient understands that Data shall be held only as long as necessary to implement, administer and manage the Recipient's participation in the Plan.

In any case, the Recipient has the right to lodge a complaint with the relevant local supervisory authority.

15. Compliance with Code Section 409A. Notwithstanding any provision of the Plan or this Agreement to the contrary, the Award is intended to be exempt from or, in the alternative, comply with Code Section 409A and the interpretive guidance thereunder, including the exceptions for stock rights and short-term deferrals. The Plan and the Agreement shall be construed and interpreted in accordance with such intent. References in the Plan and this Agreement to "termination of Service" and similar terms shall mean a "separation from service" within the meaning of that term under Code Section 409A. Any payment or distribution that is to be made to a Recipient who is a "specified employee" of the Company or a Subsidiary of the Company within the meaning of that term under Code Section 409A and as determined by the Committee, on account of a "separation from service" under Code Section 409A, may not be made before the date which is six months after the date of such "separation from service," unless the payment or distribution is exempt from the application of Code Section 409A by reason of the short-term deferral exemption or otherwise.

16. Amendment. The Board may at any time amend, modify or terminate the Plan and this Agreement; provided, however, that no such action of the Board shall adversely affect the Recipient's rights under this Agreement without the consent of the Recipient. The Board or the Committee, to the extent it deems necessary or advisable in its sole discretion, reserves the right, but shall not be required, to unilaterally amend or modify this Agreement so that the Award qualifies for exemption from or complies with Code Section 409A; provided, however, that the Board, the Committee and the Company make no representations that the Award shall be exempt from or comply with Code Section 409A and make no undertaking to preclude Code Section 409A from applying to the Award.

17. Plan Terms and Committee Authority. This Agreement and the rights of the Recipient hereunder are subject to all of the terms and conditions of the Plan, as it may be amended from time to time, as well as to such rules and regulations as the Committee may adopt for administration of the Plan. It is expressly understood that the Committee is authorized to administer, construe and make all determinations necessary or appropriate for the administration of the Plan and this Agreement, all of which shall be binding upon the Recipient. Any inconsistency between this Agreement and the Plan shall be resolved in favor of the Plan. The Recipient hereby acknowledges receipt of a copy of the Plan and this Agreement.

18. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any jurisdiction, or as to any person, or would disqualify the Plan or the Agreement under any law deemed applicable by the Board, such provision shall be construed or deemed amended to conform to applicable laws, or, if it cannot be so construed or deemed amended without, in the Board's determination, materially altering the intent of the Plan or the Agreement, such provision shall be stricken as to such jurisdiction or person, and the remainder of the Agreement shall remain in full force and effect.

19. Governing Law and Jurisdiction. The Plan and this Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, United States of America. The jurisdiction and venue for any disputes arising under, or any action brought to enforce (or otherwise relating to), the Plan shall be exclusively in the courts in the State of North Carolina, County of Mecklenburg, United States of America, including the Federal Courts located therein (should Federal jurisdiction exist). As consideration for and by accepting the Award, the Recipient agrees that the Governing Law and Jurisdiction provisions of this Section 19 shall supersede any Governing Law or similar provisions contained or referenced in any prior equity awards made by the Company or a predecessor of the Company to the Recipient, and, accordingly, such prior equity awards shall become subject to the terms and conditions of the Governing Law and Jurisdiction provisions of this Section 19.

20. Successors. All obligations of the Company under this Agreement shall be binding on any successor to the Company, whether the existence of the successor results from a direct or indirect purchase of all or substantially all of the business or assets of the Company or both, or a merger, spin-off, consolidation or otherwise.

21. Compensation Recovery. This Award shall be subject to any compensation recovery policy adopted by the Company, including any policy required to comply with applicable law or listing standards, as such policy may be amended from time to time in the sole discretion of the Company. As consideration for and by accepting the Award, the Recipient agrees that all prior equity awards made by the Company or a predecessor of the Company to the Recipient shall become subject to the terms and conditions of the provisions of this Section 21.

22. Language. If the Recipient has received this Agreement or any other document related to the Plan translated into a language other than English and the translated version is different than the English version, the English version shall control.

23. Further Assurances. The Recipient agrees to use his or her reasonable efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for the Recipient's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

24. No Rights as Stockholder. The Recipient shall have no rights as a stockholder of the Company with respect to the Performance Units.

25. Addendums. The Company may adopt addendums to this Agreement, which shall constitute part of this Agreement. Notwithstanding any provisions in this Agreement, the Performance Units shall be subject to any country-specific terms set forth in an Addendum for the Recipient's country of residence or employment. Moreover, if the Recipient relocates to one of the countries included in the Addendum, the terms for such country shall apply to the Recipient, to the extent the Company determines that the application of such terms is necessary or advisable.

SPX 2019 STOCK COMPENSATION PLAN

PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS AGREEMENT (the “Agreement”) is made between SPX Technologies, Inc., a Delaware corporation (the “Company”), and the Recipient pursuant to the SPX 2019 Stock Compensation Plan, as amended from time to time, and related plan documents (the “Plan”) in combination with an SPX Restricted Stock Unit Summary (the “Award Summary”) to be displayed at the Fidelity website. The Award Summary, which identifies the person to whom the Restricted Stock Units are granted (the “Recipient”) and specifies the date (the “Award Date”) and other details of this grant of Restricted Stock Units, and the electronic acceptance of this Agreement (which also is to be displayed at the Fidelity website), are incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Plan. The parties hereto agree as follows:

1. Grant of Restricted Stock Units. The Company hereby grants to the Recipient the target number of Restricted Stock Units specified in the Award Summary (the “Award”), subject to the terms and conditions of the Plan and this Agreement (including any adjustment to the target number as provided under Section 5(b)). The Restricted Stock Units shall vest based on the Company’s performance during any applicable Period of Restriction, as specified in Section 4 and pursuant to the terms of the Award Summary. Each Restricted Stock Unit shall entitle the Recipient to a share of Common Stock when the Restricted Stock Unit ceases to be subject to any applicable Period of Restriction (as specified in Section 4 below). The Recipient must accept the Restricted Stock Unit Award within ninety (90) days after notification that the Award is available for acceptance and in accordance with the instructions provided by the Company. The Award automatically shall be rescinded upon the action of the Company, in its discretion, if the Award is not accepted within ninety (90) days after notification is sent to the Recipient indicating availability for acceptance. No payment of cash is required for the award of the Restricted Stock Units pursuant to this Agreement.

2. Restrictions. The Restricted Stock Units evidenced by this Award may not be sold, transferred, pledged, assigned, used to exercise options or otherwise alienated or hypothecated, whether voluntarily or involuntarily or by operation of law. The Recipient shall have no rights in the Common Stock underlying the Restricted Stock Units until the Restricted Stock Units cease to be subject to any applicable Period of Restriction and the delivery of the underlying shares of Common Stock is made, or as otherwise provided in the Plan or this Agreement. The Recipient shall not have any voting rights with respect to the Restricted Stock Units, nor shall the Recipient receive or be entitled to receive any dividends or dividend equivalents with respect to the Restricted Stock Units.

3. Restricted Stock Unit Account. The Company shall maintain an account (the “Restricted Stock Unit Account” or “Account”) on its books in the name of the Recipient, which shall reflect the number of Restricted Stock Units awarded to the Recipient.

4. Period of Restriction. Subject to the provisions of the Plan and this Agreement, unless they are vested or forfeited earlier as described in Section 5, 6, or 7 of this Agreement, as applicable, the number of Restricted Stock Units that shall become vested shall be determined in accordance with the chart below, based on the percentile ranking of the Company’s Total Shareholder Return (as defined below) compared to that of the Comparator Group (as defined below); provided, however, that if the Company’s Total Shareholder Return is negative, the number of Restricted Stock Units that vest shall not exceed Target. Subject to the preceding sentence, if the Company’s Total Shareholder Return falls between Threshold and Target or between Target and Maximum levels of performance, the number of Restricted Stock Units that vest shall be calculated using straight-line interpolation. The “Vesting Date” shall be the date after the completion of the Measurement Period (not later than March 15 of the year following completion of the Measurement Period) that the Board (or appropriate Board committee) has certified in writing the applicable performance results. The “Period of Restriction” commences on the grant date and ends on the Vesting Date.

**Company Total
Shareholder Return
Performance Versus
Comparator Group
During the Measurement
Period**

	(Percentile Rank)	Number of Restricted Stock Units Vesting
Below Threshold	Less than 30th	0
Threshold	30th	.50x
Target	50th	x
Maximum	75th or Higher	1.50x

x = Target amount of Restricted Stock Units, as specified in the Award Summary, and as may be adjusted pursuant to Section 5(b).

“Total Shareholder Return” shall mean the average annual percentage change in the Fair Market Value of a share of Common Stock or common stock of a Comparator Group company (using total shareholder return of such stock as determined by the Committee assuming immediate reinvestment of dividends at the ex-dividend date) during the Measurement Period. Average values of such stock (i.e., average values for the first calendar month and the final calendar month of the Measurement Period) shall be used to value such stock at the beginning and end of the Measurement Period. If a company in the Comparator Group files for bankruptcy protection or is otherwise insolvent during the Measurement Period, such company shall remain in the Comparator Group but shall be assigned the lowest ranked TSR.

“Comparator Group” shall mean the component companies of the S&P 600 SmallCap that are classified as members of the GICS® capital goods industry group on [], as listed in Appendix A; provided, however, that if any component company ceases to be listed as a publicly traded entity as a result of an acquisition, merger or other similar transaction during the Measurement Period, then such company shall not be included in the Comparator Group.

“Measurement Period” shall mean the three (3) year period commencing on [], and ending on [].

Upon vesting on the Vesting Date, all vested Restricted Stock Units shall cease to be considered Restricted Stock Units, subject to the terms and conditions of the Plan and this Agreement, and except as otherwise provided in the Agreement (including Section 16), the Recipient shall be entitled to receive one share of Common Stock for each vested Restricted Stock Unit in the Recipient’s Account.

If the Board (or appropriate Board committee) certifies that Threshold has not been achieved, all Restricted Stock Units subject to this Agreement shall immediately be forfeited and canceled. To the extent any Restricted Stock Units subject to this Agreement do not vest upon the above performance certification by the Board (or appropriate Board committee), such Restricted Stock Units shall immediately be forfeited and canceled.

5. Vesting upon Certain Terminations.

(a) Disability or Death. If, while the Restricted Stock Units are subject to any applicable Period of Restriction, the Recipient experiences a termination of Service by reason of Disability or death, then the portion of the Restricted Stock Units subject to the Period of Restriction shall become fully vested at the Target level of performance (as specified in the Award Summary) as of the date of such termination of Service without regard to the Period of Restriction set forth in Section 4 of this Agreement.

(b) Retirement. If, while the Restricted Stock Units are subject to any applicable Period of Restriction, the Recipient experiences a termination of Service by reason of Retirement (as defined below), then a portion of the Restricted Stock Units still subject to a Period of Restriction shall be retained, with such portion being retained equal to the target number of Restricted Stock Units specified in the Award Summary multiplied by a fraction, the numerator of which is the number of full months elapsed since [], and the denominator of which is 36; provided, however, such fraction may never be greater than 1. Such portion retained shall be the target number of Restricted Stock Units under this Award thereafter, and the remaining portion of Restricted Stock Units shall be forfeited as of the date of the Recipient’s termination. The retained portion of Restricted Stock Units shall vest only if (and at the time that) the specified performance goals are achieved and vesting occurs for Recipients who remain actively employed.

A Recipient shall be eligible for “Retirement” treatment for purposes of this Agreement if, at the time of the Recipient’s termination of Service, (i) the Recipient is age 60 or older, (ii) has completed ten years of Service with a Subsidiary of the Company (provided that the Subsidiary has been directly or indirectly owned by the Company or any predecessor of the Company for at least three years), has been an employee of the Company or any predecessor of the Company for at least ninety (90) days following the Award Date and (iii) elects to retire by providing appropriate notice to the Human Resources department of the Subsidiary of the Company to which the Recipient is employed with.

6. Forfeiture upon Termination due to Reason other than Disability or Death. If, while the Restricted Stock Units are subject to any applicable Period of Restriction, the Recipient experiences a termination of Service for any reason other than the Recipient's Disability or death, and subject to Sections 5(b) and 7, then the Recipient shall forfeit any Restricted Stock Units that are subject to the Period of Restriction on the date of such termination of Service.

7. Termination Without Cause Following Change of Control. Subject to Section 8, in the event the Recipient is terminated without Cause within two years following a Change of Control, the Restricted Stock Units subject to any applicable Period of Restriction shall become fully vested at the Target level of performance (as specified in the Award Summary) as of the termination without Cause and shall cease to be subject to the Period of Restriction set forth in Section 4 of this Agreement.

8. Effect of Change of Control. In the event of a Change of Control:

(a) No cancellation, termination, lapse of Period of Restriction, settlement or other payment shall occur with respect to any Restricted Stock Units if the Committee (as constituted immediately prior to the Change of Control) reasonably determines, in good faith, prior to the Change of Control that the Restricted Stock Units shall be honored or assumed or new rights substituted therefor by an Alternative Award, in accordance with the terms of Section 13.5 of the Plan.

(b) Notwithstanding Section 8(a), if an Alternative Award meeting the requirements of Section 13.5 of the Plan cannot be issued, or the Committee so determines at any time prior to the Change of Control, any Restricted Stock Units subject to an applicable Period of Restriction shall become fully vested at the Target level of performance (as specified in the Award Summary) and free of any Period of Restriction immediately prior to the Change of Control.

(c) Notwithstanding Sections 8(a) and 8(b), and subject to Section 13.4 of the Plan, the Committee (as constituted immediately prior to the Change of Control) may, in its discretion, cancel any Restricted Stock Units in exchange for an amount equal to the Change of Control Price multiplied by the aggregate number of shares of Common Stock covered by such Award.

9. Adjustment in Capitalization. In the event of any change in the Common Stock of the Company through stock dividends or stock splits, a corporate spin-off, reverse spin-off, split-off or split-up, extraordinary cash dividend or other distribution of assets by the Company, or recapitalization, merger, consolidation, exchange of shares, or a similar event, the terms, conditions and number of Restricted Stock Units subject to this Agreement shall be equitably adjusted by the Committee to preserve the intrinsic value of any Awards granted under the Plan. Such mandatory adjustment may include a change in any or all of the number and kind of shares of Common Stock or other equity interests underlying the Restricted Stock Units, and/or if reasonably determined in good faith by the Committee prior to such adjustment event, that the Restricted Stock Units (in whole or in part) shall be replaced by Alternative Awards meeting the requirements set forth in Section 13.5 of the Plan. In addition, the Committee may make provisions for a cash payment to a Recipient in such event. The number of shares of Common Stock or other equity interests underlying the Restricted Stock Units shall be rounded to the nearest whole number. Any such adjustment shall not result in adverse tax consequences to the Recipient under Code Section 409A.

10. Delivery of Stock Certificates or Cash. Subject to the requirements of Sections 11 and 12 below, as promptly as practicable after the Vesting Date, but in no event later than March 15 of the year following the completion of the Measurement Period, the Company may, if applicable, cause to be issued and delivered to the Recipient, the Recipient's legal representative, or a brokerage account for the benefit of the Recipient, as the case may be, certificates for the shares of Common Stock that correspond to the vested Restricted Stock Units, or, pursuant to Section 8, a check shall be delivered to the last known address of the Recipient.

11. Tax Withholding. Regardless of any action the Company, any Subsidiary of the Company, or the Recipient's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax") that the Recipient is required to bear pursuant to all applicable laws, the Recipient hereby acknowledges and agrees that the ultimate liability for all Tax is and remains the responsibility of the Recipient.

Prior to receipt of any shares of Common Stock that correspond to settlement of vested Restricted Stock Units, the Recipient shall pay or make adequate arrangements satisfactory to the Company and/or any Subsidiary of the Company to satisfy all withholding and payment obligations of the Company and/or any Subsidiary of the Company. In this regard, the Recipient authorizes the Company and/or any Subsidiary of the Company to withhold all applicable Tax legally payable by the Recipient from the Recipient's wages or other cash compensation paid to the Recipient by the Company and/or any Subsidiary of the Company or from the proceeds of the sale of shares of Common Stock. Alternatively, or in addition, the Company may sell or arrange for the sale of Common Stock that the Recipient is due to acquire to satisfy the withholding obligation for Tax and/or withhold any Common Stock (not to exceed maximum statutory rates). Finally, the Recipient agrees to pay the Company or any Subsidiary of the Company any amount of any Tax that the Company or any Subsidiary of the Company may be required to withhold as a result of the Recipient's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to deliver Common Stock if the Recipient fails to comply with its obligations in connection with the tax as described in this section.

The Company advises the Recipient to consult a lawyer or accountant with respect to the tax consequences for the Recipient under the Plan.

The Company and/or any Subsidiary of the Company: (a) make no representations or undertakings regarding the tax treatment in connection with the Plan; and (b) do not commit to structure the Plan to reduce or eliminate the Recipient's liability for Tax.

12. Securities Laws. This Award is a private offer that may be accepted only by a Recipient who is an employee of a Subsidiary of the Company and who satisfies the eligibility requirements outlined in the Plan and the Committee's administrative procedures. This Award may not be registered with the body responsible for regulating offers of securities in the Recipient's country. The future value of Common Stock acquired under the Plan is unknown and could increase or decrease.

Neither the Plan nor any offering materials related to the Plan may be distributed to the public. The Common Stock should be resold only on the New York Stock Exchange and should not be resold to the public except in full compliance with all applicable securities laws.

If a Registration Statement under the Securities Act of 1933, as amended, is not in effect with respect to the shares of Common Stock to be issued pursuant to this Agreement, the Recipient hereby represents that the Recipient is acquiring the shares of Common Stock for investment and with no present intention of selling or transferring them and that the Recipient shall not sell or otherwise transfer the shares except in compliance with all applicable securities laws and requirements of any stock exchange on which the shares of Common Stock may then be listed.

13. No Employment or Compensation Rights. This Section applies whether or not the Company has full discretion in the operation of the Plan, and whether or not the Company could be regarded as being subject to any legal obligations in the operation of the Plan. It also applies both during and after the period that the Recipient is providing Services, whether the termination of a Recipient's Service is lawful or unlawful.

Nothing in the rules, the operation of the Plan or this Agreement forms part of the contract of employment or employment relationship between the Recipient and the Company or any Subsidiary of the Company. The rights and obligations arising from the employment relationship between the Recipient and the Company or one of its Subsidiaries are separate from, and are not affected by, the Plan. This Agreement shall not confer upon the Recipient any right to continue to provide Services, nor shall this Agreement interfere in any way with the Company's or its Subsidiaries' right to terminate Recipient's Service at any time.

The grant of rights on a particular basis in any year does not create any right to or expectation of the grant of rights on the same basis, or at all, in any future year.

No employee is entitled to participate in the Plan, or to be considered for participation in the Plan, at a particular level or at all. Participation in any operation of the Plan does not imply any right to participate, or to be considered for participation, in any later operation of the Plan.

Without prejudice to a Recipient's rights under the Plan, subject to and in accordance with the express terms of the applicable rules, no Recipient has any rights in respect of the Company's exercise or omission to exercise any discretion, or making or omission to make any decision, relating to the right. Any and all discretion, decisions or omissions relating to the right may operate to the disadvantage of the Recipient, even if this could be regarded as capricious or unreasonable or could be regarded as a breach of any implied term between the Recipient and the Recipient's employer, including any implied duty of trust and confidence. Any such implied term is hereby excluded and overridden.

No employee has any right to compensation for any loss in relation to the Plan, including:

- any loss or reduction of any rights or expectations under the Plan in any circumstances or for any reason (including lawful or unlawful termination of Service);
- any exercise of discretion or a decision taken in relation to the Plan, or any failure to exercise discretion or make a decision; or
- the operation, suspension, termination or amendment of the Plan.

The Restricted Stock Units granted pursuant to this Agreement do not constitute part of the Recipient's wages or remuneration or count as pay or remuneration for pension or other purposes. If the Recipient experiences a termination of Service, in no circumstances shall the Recipient be entitled to any compensation for any loss of any right or benefit or any prospective right or benefit under the Plan or this Agreement that the Recipient might otherwise have enjoyed had such Service continued, whether such compensation is claimed by way of damages for wrongful dismissal, breach of contract or otherwise.

Participation in the Plan is permitted only on the basis that the Recipient accepts all of the terms and conditions of the Plan and this Agreement, as well as the administrative rules established by the Committee. By participating in the Plan, a Recipient waives all rights under the Plan to the fullest extent permitted by applicable laws, other than the rights subject to and in accordance with the express terms of the applicable rules, in consideration for, and as a condition of, the grant of rights under the Plan. Neither this Agreement nor the Plan confers on the Recipient any legal or equitable rights (other than those related to the Restricted Stock Unit Award) against the Company or any Subsidiary of the Company or directly or indirectly gives rise to any cause of action in law or in equity against the Company or any Subsidiary of the Company.

Nothing in this Plan confers any benefit, right or expectation on a person who is not a Recipient.

14. Data Privacy. The Recipient understands that the Company, with its headquarters located at 6325 Ardrey Kell Road Suite 400, Charlotte, North Carolina, USA 28277, shall act as the data controller with regard to the processing of the Recipient's personal data for the purpose of implementing the Plan and may be directly contacted at this address and/or by email at Privacy@spx.com and telephone at 980-474-3700.

The Recipient understands that the Recipient's employer and any of its affiliates may hold certain personal information about him or her, including the Recipient's name, date of birth, date of hire, home and business addresses and telephone numbers, e-mail address, business group/segment, employment status, account identification, and details of all rights and other entitlement to shares or units awarded, cancelled, purchased, vested, unvested or outstanding in the Recipient's favor pursuant to this Agreement, for the purpose of managing and administering the Plan ("Data"). The Recipient's employer may communicate the Data to the Company for the purpose of the Plan.

The Recipient understands that the collection, storage, use and processing, in electronic or other form, of his or her Data is necessary for the exclusive purpose of implementing, administering and managing the Recipient's participation in the Plan.

The Data may be made available to the authorized personnel of the Company and its affiliate, and to a broker or other third party with whom shares acquired pursuant to the Plan may be deposited, as well as to government and other regulatory authorities for the purpose of complying with their legal obligations in connection with the Plan.

As such, the Recipient further understands that the Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Recipient's country or elsewhere, including outside the European Economic Area, and that the Recipient's country may have less adequate data privacy laws and protections than the Recipient's country. The Company has entered into contractual arrangements to ensure the same safeguards for the Data as required under European Union Law. A third party to whom the Data may be passed is Fidelity Investments and its affiliates.

The Recipient may request at any time and without cost:

- a list with the names and addresses of any potential recipients of the Data;
- access to and access the Data relating to the Recipient;
- any additional information about the storage and processing of the Data.

The Recipient may exercise the above-mentioned rights by contacting the Recipient's local human resources representative or the Company's local data privacy administrator at Privacy@spx.com.

In addition, the Recipient may also object, on grounds relating to his or her particular situation, at any time to the processing of the Data, in which case, the Company shall no longer process the Data relating to the Recipient until the Company demonstrates compelling legitimate grounds for the processing. The Recipient understands, however, that objecting to the processing of the Data, although it shall not have any negative effect on the Recipient's employment, may affect the Recipient's ability to participate in the Plan. For more information on the consequences of such objection, the Recipient may contact the Company's local data privacy administrator.

The Recipient understands that Data shall be held only as long as necessary to implement, administer and manage the Recipient's participation in the Plan.

In any case, the Recipient has the right to lodge a complaint with the relevant local supervisory authority.

15. Compliance with Code Section 409A. Notwithstanding any provision of the Plan or this Agreement to the contrary, the Award is intended to be exempt from or, in the alternative, comply with Code Section 409A and the interpretive guidance thereunder, including the exceptions for stock rights and short-term deferrals. The Plan and the Agreement shall be construed and interpreted in accordance with such intent. References in the Plan and this Agreement to "termination of Service" and similar terms shall mean a "separation from service" within the meaning of that term under Code Section 409A. Any payment or distribution that is to be made to a Recipient who is a "specified employee" of the Company or a Subsidiary of the Company within the meaning of that term under Code Section 409A and as determined by the Committee, on account of a "separation from service" under Code Section 409A, may not be made before the date which is six months after the date of such "separation from service," unless the payment or distribution is exempt from the application of Code Section 409A by reason of the short-term deferral exemption or otherwise.

16. No Fractional Shares. No fractional shares of Common Stock shall be issued or delivered under this Agreement. The Committee shall determine whether cash or other property shall be issued or paid in lieu of such fractional shares of Common Stock or whether such fractional shares of Common Stock or any rights thereto shall be forfeited or otherwise eliminated.

17. Amendment. The Board may at any time amend, modify or terminate the Plan and this Agreement; provided, however, that no such action of the Board shall adversely affect the Recipient's rights under this Agreement without the consent of the Recipient. The Board or the Committee, to the extent it deems necessary or advisable in its sole discretion, reserves the right, but shall not be required, to unilaterally amend or modify this Agreement so that the Award qualifies for exemption from or complies with Code Section 409A; provided, however, that the Board, the Committee and the Company make no representations that the Award shall be exempt from or comply with Code Section 409A and make no undertaking to preclude Code Section 409A from applying to the Award.

18. Plan Terms and Committee Authority. This Agreement and the rights of the Recipient hereunder are subject to all of the terms and conditions of the Plan, as it may be amended from time to time, as well as to such rules and regulations as the Committee may adopt for administration of the Plan. It is expressly understood that the Committee is authorized to administer, construe and make all determinations necessary or appropriate for the administration of the Plan and this Agreement, all of which shall be binding upon the Recipient. Any inconsistency between this Agreement and the Plan shall be resolved in favor of the Plan. The Recipient hereby acknowledges receipt of a copy of the Plan and this Agreement.

19. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any jurisdiction, or as to any person, or would disqualify the Plan or the Agreement under any law deemed applicable by the Board, such provision shall be construed or deemed amended to conform to applicable laws, or, if it cannot be so construed or deemed amended without, in the Board's determination, materially altering the intent of the Plan or the Agreement, such provision shall be stricken as to such jurisdiction or person, and the remainder of the Agreement shall remain in full force and effect.

20. Governing Law and Jurisdiction. The Plan and this Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, United States of America. The jurisdiction and venue for any disputes arising under, or any action brought to enforce (or otherwise relating to), the Plan shall be exclusively in the courts in the State of North Carolina, County of Mecklenburg, United States of America, including the Federal Courts located therein (should Federal jurisdiction exist). As consideration for and by accepting the Award, the Recipient agrees that the Governing Law and Jurisdiction provisions of this Section 20 shall supersede any Governing Law or similar provisions contained or referenced in any prior equity awards made by the Company or a predecessor of the Company to the Recipient, and, accordingly, such prior equity awards shall become subject to the terms and conditions of the Governing Law and Jurisdiction provisions of this Section 20.

21. Successors. All obligations of the Company under this Agreement shall be binding on any successor to the Company, whether the existence of the successor results from a direct or indirect purchase of all or substantially all of the business or assets of the Company or both, or a merger, spin-off, consolidation or otherwise.

22. Compensation Recovery. This Award shall be subject to any compensation recovery policy adopted by the Company, including any policy required to comply with applicable law or listing standards, as such policy may be amended from time to time in the sole discretion of the Company. As consideration for and by accepting the Award, the Recipient agrees that all prior equity awards made by the Company or a predecessor of the Company to the Recipient shall become subject to the terms and conditions of the provisions of this Section 22.

23. Language. If the Recipient has received this Agreement or any other document related to the Plan translated into a language other than English and the translated version is different than the English version, the English version shall control.

24. Further Assurances. The Recipient agrees to use his or her reasonable efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for the Recipient's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

25. Addendums. The Company may adopt addendums to this Agreement, which shall constitute part of this Agreement. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any country-specific terms set forth in an Addendum for the Recipient's country of residence or employment. Moreover, if the Recipient relocates to one of the countries included in the Addendum, the terms for such country shall apply to the Recipient, to the extent the Company determines that the application of such terms is necessary or advisable.

SPX 2019 STOCK COMPENSATION PLAN

STOCK OPTION AWARD AGREEMENT

THIS STOCK OPTION AGREEMENT (the “Agreement”) is made between SPX Technologies, Inc., a Delaware corporation (the “Company”), and the Recipient pursuant to the SPX 2019 Stock Compensation Plan, as amended from time to time, and related plan documents (the “Plan”) in combination with an SPX Stock Option Summary (the “Award Summary”) to be displayed at the Fidelity website. The Award Summary, which identifies the person to whom the Options are granted (the “Recipient”) and specifies the date (the “Award Date”) and other details of this grant of Options, and the electronic acceptance of this Agreement (which also is to be displayed at the Fidelity website), are incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Plan. The parties hereto agree as follows:

1. Grant of Options. The Company hereby grants to the Recipient, a non-qualified stock option to purchase the number of shares of Common Stock of the Company specified in the Award Summary (the “Award”) at a price per share equal to the Fair Market Value of a share of Common Stock on the date of grant, subject to the terms and conditions of the Plan and this Agreement. The Recipient must accept the Award within ninety (90) days after notification that the Award is available for acceptance and in accordance with the instructions provided by the Company. The Award automatically shall be rescinded upon the action of the Company, in its discretion, if the Award is not accepted within ninety (90) days after notification is sent to the Recipient indicating availability for acceptance. The Company shall maintain an account (the “Option Account” or “Account”) on its books in the name of the Recipient, which shall reflect the number of Options awarded to the Recipient.

2. Restrictions. The Options may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, whether voluntarily or involuntarily or by operation of law. The Recipient shall have no rights in the Common Stock underlying the Options until the vesting and subsequent exercise and delivery of the Common Stock or as otherwise provided in the Plan or this Agreement. The Recipient shall not have any voting rights with respect to the Options, nor shall the Recipient receive or be entitled to receive any dividends or dividend equivalents with respect to the Options.

3. Expiration Date. Subject to earlier expiration, forfeiture or termination as provided in the following Sections, the Options shall expire and be forfeited at the close of business on the business day immediately preceding the tenth anniversary of the Award Date (the “Stated Expiration Date”).

4. Vesting Period. Subject to the provisions of the Plan and this Agreement, unless they are vested or forfeited earlier as described in Section 5, 6, or 7 of this Agreement, as applicable, the Options shall become vested in equal one-third increments on the first, second and third anniversaries of the Award Date (each, a “Vesting Date”), subject to the Recipient’s continuous employment with a Subsidiary of the Company through the applicable Vesting Date, provided that the Committee, in its sole discretion, may accelerate the vesting of all or a portion of the Options, at any time and from time to time.

5. Vesting upon Termination due to Retirement, Disability or Death.

(a) Disability or Death. If the Recipient experiences a termination of Service by reason of Disability or death, then (i) any unvested Options shall become fully vested as of the date of such termination of Service without regard to the vesting restrictions set forth in Section 4 of this Agreement and (ii) vested Options shall remain exercisable for such period as provided in Section 9(e)(i).

(b) Retirement. If the Recipient experiences a termination of Service by reason of Retirement (as defined below), then a portion of the unvested Options (if any) shall become vested as of the date of such termination of Service without regard to the vesting restrictions set forth in Section 4 of this Agreement, with such portion vesting equal to the number of Options that would have vested on the next following Vesting Date (assuming the Recipient's employment had continued through such Vesting Date) multiplied by a fraction, the numerator of which is the number of full months elapsed since the Tranche Beginning Date (as defined below), and the denominator of which is 12; provided, however, such numerator shall be zero if the termination of Service occurs within 90 days of the Tranche Beginning Date. Vested Options shall remain exercisable for such period as provided in Section 9(e)(iii), and any Options still unvested after giving effect to the preceding sentence shall be forfeited as of the date of the Recipient's termination.

A Recipient shall be eligible for "Retirement" treatment for purposes of this Agreement if, at the time of the Recipient's termination of Service, (i) the Recipient is age 60 or older, (ii) has completed ten years of Service with a Subsidiary of the Company (provided that the Subsidiary has been directly or indirectly owned by the Company or any predecessor of the Company for at least three years) and (iii) elects to retire by providing appropriate notice to the Human Resources department of the Subsidiary of the Company to which the Recipient is employed with. The "Tranche Beginning Date" shall be (X) the Award Date, if the termination of Service occurs prior to the first Vesting Date, or (Y) the most recent prior Vesting Date, if the termination of Service occurs after the first Vesting Date.

6. Forfeiture upon Termination due to Reason other than Disability or Death. Subject to Section 8, if the Recipient experiences a termination of Service for any reason other than the Recipient's Disability or death, and subject to Sections 5(b) and 7, then the Recipient shall forfeit any unvested Options on the date of such termination of Service. Vested Options shall remain exercisable for such period as provided in Section 9(e)(ii) or 9(e)(v), as applicable.

7. Termination Without Cause Following Change of Control. Subject to Section 8, in the event the Recipient is terminated without Cause within two years following a Change of Control, then (i) any unvested Options shall become fully vested and exercisable as of the termination without Cause and shall cease to be subject to the restrictions set forth in Section 4 of the Agreement and (ii) vested Options shall remain exercisable for such period as provided in Section 9(e)(iv).

8. Effect of Change of Control. In the event of a Change of Control:

(a) No cancellation, termination, acceleration of exercisability or vesting, or settlement or other payment shall occur with respect to the Options if the Committee (as constituted immediately prior to the Change of Control) reasonably determines, in good faith, prior to the Change of Control that the Options shall be honored or assumed or new rights substituted therefor by an Alternative Award, in accordance with the terms of Section 13.5 of the Plan.

(b) Notwithstanding Section 8(a), if an Alternative Award meeting the requirements of Section 13.5 of the Plan cannot be issued, or the Committee so determines at any time prior to the Change of Control, any unvested Options shall become fully vested and exercisable immediately prior to the Change of Control.

(c) Notwithstanding Sections 8(a) and 8(b), the Committee (as constituted immediately prior to the Change of Control) may determine that all then-outstanding Options (whether vested or unvested) shall be canceled in exchange for a payment having a value equal to the excess, if any, of (a) the product of the Change of Control Price multiplied by the aggregate number of shares covered by all such Options immediately prior to the Change of Control over (b) the aggregate Option Price for all such shares, to be paid as soon as reasonably practicable, but in no event later than 30 days following the Change of Control.

(d) Notwithstanding Sections 8(a) through 8(c), the Committee may, in its discretion, terminate any outstanding Options if either (i) the Company provides holders of such Options with reasonable advance notice to exercise their outstanding and unexercised Options, or (ii) the Board reasonably determines that the Change of Control Price is equal to or less than the Option Price for such Options.

9. Manner of Exercise. Vested Options shall be exercised pursuant to this Section 9.

(a) Subject to such reasonable administrative regulations as the Committee may adopt from time to time, the exercise of vested Options by the Recipient shall be pursuant to procedures established by the Company from time to time and shall include the Recipient specifying the proposed date on which the Recipient desires to exercise a vested Option (the "Exercise Date"), the number of whole shares with respect to which the vested Options are being exercised (the "Exercise Shares") and the aggregate Option Price for such Exercise Shares (the "Exercise Price"), or such other or different requirements as may be specified by the Company. Unless otherwise determined by the Committee, (i) on or before the Exercise Date the Recipient shall deliver to the Company full payment for the Exercise Shares in United States dollars in cash or cash equivalents satisfactory to the Company, in an amount equal to the Exercise Price, or tendering shares of previously acquired Mature Common Stock having a fair market value at the time of exercise equal to the Exercise Price plus (if applicable) any required withholding taxes or other similar taxes, charges or fees, or, pursuant to a broker-assisted exercise program established by the Company, the Recipient may exercise vested Options by an exercise and sell procedure (cashless exercise) in which the Exercise Price (together with any required withholding taxes or other similar taxes, charges or fees) is deducted from the proceeds of the exercise of an Option, or in such other method permitted under the Plan, and (ii) the Company shall register the issuance of the Exercise Shares on its records (or direct such issuance to be registered by the Company's transfer agent). The Company may require the Recipient to furnish or execute such other documents as the Company shall reasonably deem necessary (i) to evidence such exercise or (ii) to comply with or satisfy the requirements of the Securities Act of 1933, as amended, applicable state or non-U.S. securities laws or any other law.

(b) Notwithstanding any other provision of this Agreement, the Options may not be exercised in whole or in part, (i) (A) unless all requisite approvals and consents of any governmental authority of any kind shall have been secured, (B) unless the purchase of the Exercise Shares shall be exempt from registration under applicable U.S. federal and state securities laws, and applicable non-U.S. securities laws, or the Exercise Shares shall have been registered under such laws, and (C) unless all applicable U.S. federal, state and local and non-U.S. tax withholding requirements shall have been satisfied or (ii) if such exercise would result in a violation of the terms or provisions of or a default or an event of default under, any of the financing or credit agreements of the Company or any Subsidiary. The Company shall use its commercially reasonable efforts to obtain any consents or approvals referred to in clause (i) (A) of the preceding sentence, but shall otherwise have no obligations to take any steps to prevent or remove any impediment to exercise described in such sentence.

(c) The shares of Common Stock issued upon exercise of the Options shall be registered in the Recipient's name, or, if applicable, in the names of the Recipient's heirs or estate. In the Company's discretion, such shares may be issued either in certificated form or in uncertificated, book entry form. The certificate or book entry account shall bear such restrictive legends or restrictions as the Company, in its sole discretion, shall require. If delivered in certificate form, the Company may deliver a share certificate to the Recipient, or deliver shares electronically or in certificate form to the Recipient's designated broker on the Recipient's behalf. If the Recipient is deceased (or subject to Disability and if necessary) at the time that a delivery of share certificates is to be made, the certificates shall be delivered to the Recipient's estate, executor, administrator, legally authorized guardian or personal representative (as applicable).

(d) The Company may postpone the issuance and delivery of any shares of Common Stock provided for under this Agreement for so long as the Company determines to be necessary or advisable to satisfy the following: (1) the completion or amendment of any registration of such shares or satisfaction of any exemption from registration under any securities law, rule, or regulation; (2) compliance with any requests for representations; and (3) receipt of proof satisfactory to the Company that a person seeking such shares on the behalf of the Recipient upon the Recipient's Disability (if necessary), or upon the Recipient's estate's behalf after the death of the Recipient, is appropriately authorized.

(e) Notwithstanding anything in this Agreement to the contrary, the unvested Options shall expire and be forfeited upon the Recipient's termination of Service; provided, however that to the extent that the Options are vested and exercisable at the time of the Recipient's termination of Service, or become vested and exercisable upon such termination pursuant to Section 5 herein, the vested Options shall expire and be forfeited at such time as follows:

(i) Death; Disability. Three years (but in no event later than the Stated Expiration Date) following the Recipient's termination of Service due to death or Disability.

(ii) Divestiture. One year (but in no event later than the Stated Expiration Date) following the Recipient's termination of Service due to divestiture or sale of a division or a Subsidiary (other than a spin-off or reverse spin-off of the Company) with which the Recipient was employed.

(iii) Retirement. Recipient may exercise the Options for the remaining Option term (through Stated Expiration Date) following the Recipient's termination of Service due to Retirement.

(iv) Termination without Cause following Change of Control. Two years (but in no event later than the Stated Expiration Date) following the Recipient's termination of Service without Cause within two years following a Change of Control.

(v) Other than Death; Disability; Retirement; Change of Control Termination; Divestiture. Ninety days (but in no event later than the Stated Expiration Date) following the Recipient's termination of Service any reason (other than those set forth in clauses (i)-(iv) above).

10. Adjustment in Capitalization. In the event of any change in the Common Stock of the Company through stock dividends or stock splits, a corporate spin-off, reverse spin-off, split-off or split-up, extraordinary cash dividend or other distribution of assets by the Company, or recapitalization, merger, consolidation, exchange of shares, or a similar event, the number of Options subject to this Agreement shall be equitably adjusted by the Committee to preserve the intrinsic value of any Awards granted under the Plan. Such mandatory adjustment may include a change in any or all of the number and kind of shares of Common Stock or other equity interests underlying the Options, and/or if reasonably determined in good faith by the Committee prior to such adjustment event, that the Options (in whole or in part) shall be replaced by Alternative Awards meeting the requirements set forth in Section 13.5 of the Plan. In addition, the Committee may make provisions for a cash payment to a Recipient in such event. The number of shares of Common Stock or other equity interests underlying the Options shall be rounded to the nearest whole number. Any such adjustment shall not result in adverse tax consequences to the Recipient under Code Section 409A.

11. Tax Withholding. Regardless of any action the Company, any Subsidiary of the Company, or the Recipient's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax") that the Recipient is required to bear pursuant to all applicable laws upon the vesting or exercise of the Options, the Recipient hereby acknowledges and agrees that the ultimate liability for all Tax is and remains the responsibility of the Recipient.

Prior to receipt of any shares of Common Stock that correspond to exercised Options, the Recipient shall pay or make adequate arrangements satisfactory to the Company and/or any Subsidiary of the Company to satisfy all withholding and payment obligations of the Company and/or any Subsidiary of the Company. In this regard, the Recipient authorizes the Company and/or any Subsidiary of the Company to withhold all applicable Tax legally payable by the Recipient from the Recipient's wages or other cash compensation paid to the Recipient by the Company and/or any Subsidiary of the Company or from the proceeds of the sale of shares of Common Stock. Alternatively, or in addition, the Company may sell or arrange for the sale of Common Stock that the Recipient is due to acquire to satisfy the withholding obligation for Tax and/or withhold any Common Stock necessary to satisfy the withholding amount (not to exceed maximum statutory rates). Finally, the Recipient agrees to pay the Company or any Subsidiary of the Company any amount of any Tax that the Company or any Subsidiary of the Company may be required to withhold as a result of the Recipient's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to deliver Common Stock if the Recipient fails to comply with its obligations in connection with the tax as described in this section.

The Company advises the Recipient to consult a lawyer or accountant with respect to the tax consequences for the Recipient under the Plan.

The Company and/or any Subsidiary of the Company: (a) make no representations or undertakings regarding the tax treatment in connection with the Plan; and (b) do not commit to structure the Plan to reduce or eliminate the Recipient's liability for Tax.

12. Securities Laws. This Award is a private offer that may be accepted only by a Recipient who is an employee of a Subsidiary of the Company and who satisfies the eligibility requirements outlined in the Plan and the Committee's administrative procedures. This Award may not be registered with the body responsible for regulating offers of securities in the Recipient's country. The future value of Common Stock acquired under the Plan is unknown and could increase or decrease.

Neither the Plan nor any offering materials related to the Plan may be distributed to the public. The Common Stock should be resold only on the New York Stock Exchange and should not be resold to the public except in full compliance with all applicable securities laws.

If a Registration Statement under the Securities Act of 1933, as amended, is not in effect with respect to the shares of Common Stock to be issued pursuant to this Agreement, the Recipient hereby represents that the Recipient is acquiring the shares of Common Stock for investment and with no present intention of selling or transferring them and that the Recipient shall not sell or otherwise transfer the shares except in compliance with all applicable securities laws and requirements of any stock exchange on which the shares of Common Stock may then be listed.

13. No Employment or Compensation Rights. This Section applies whether or not the Company has full discretion in the operation of the Plan, and whether or not the Company could be regarded as being subject to any legal obligations in the operation of the Plan. It also applies both during and after the period that the Recipient is providing Services, whether the termination of a Recipient's Service is lawful or unlawful.

Nothing in the rules, the operation of the Plan or this Agreement forms part of the contract of employment or employment relationship between a Recipient and the Company or any Subsidiary of the Company. The rights and obligations arising from the employment relationship between the Recipient and the Company or one of its Subsidiaries are separate from, and are not affected by, the Plan. This Agreement shall not confer upon the Recipient any right to continue to provide Services, nor shall this Agreement interfere in any way with the Company's or its Subsidiaries' right to terminate Recipient's Service at any time.

The grant of rights on a particular basis in any year does not create any right to or expectation of the grant of rights on the same basis, or at all, in any future year.

No employee is entitled to participate in the Plan, or to be considered for participation in the Plan, at a particular level or at all. Participation in any operation of the Plan does not imply any right to participate, or to be considered for participation, in any later operation of the Plan.

Without prejudice to a Recipient's rights under the Plan, subject to and in accordance with the express terms of the applicable rules, no Recipient has any rights in respect of the Company's exercise or omission to exercise any discretion, or making or omission to make any decision, relating to the right. Any and all discretion, decisions or omissions relating to the right may operate to the disadvantage of the Recipient, even if this could be regarded as capricious or unreasonable or could be regarded as a breach of any implied term between the Recipient and the Recipient's employer, including any implied duty of trust and confidence. Any such implied term is hereby excluded and overridden.

No employee has any right to compensation for any loss in relation to the Plan, including:

- any loss or reduction of any rights or expectations under the Plan in any circumstances or for any reason (including lawful or unlawful termination of Service);
- any exercise of discretion or a decision taken in relation to the Plan, or any failure to exercise discretion or make a decision; or
- the operation, suspension, termination or amendment of the Plan.

The Options granted pursuant to this Agreement do not constitute part of the Recipient's wages or remuneration or count as pay or remuneration for pension or other purposes. If the Recipient experiences a termination of Service, in no circumstances shall the Recipient be entitled to any compensation for any loss of any right or benefit or any prospective right or benefit under the Plan or this Agreement that the Recipient might otherwise have enjoyed had such Service continued, whether such compensation is claimed by way of damages for wrongful dismissal, breach of contract or otherwise.

Participation in the Plan is permitted only on the basis that the Recipient accepts all of the terms and conditions of the Plan and this Agreement, as well as the administrative rules established by the Committee. By participating in the Plan, a Recipient waives all rights under the Plan to the fullest extent permitted by applicable laws, other than the rights subject to and in accordance with the express terms of the applicable rules, in consideration for, and as a condition of, the grant of rights under the Plan. Neither this Agreement nor the Plan confers on the Recipient any legal or equitable rights (other than those related to the Award) against the Company or any Subsidiary of the Company or directly or indirectly gives rise to any cause of action in law or in equity against the Company or any Subsidiary of the Company.

Nothing in this Plan confers any benefit, right or expectation on a person who is not a Recipient.

14. Data Privacy. The Recipient understands that the Company, with its headquarters located at 6325 Ardrey Kell Road Suite 400, Charlotte, North Carolina, USA 28277, shall act as the data controller with regard to the processing of the Recipient's personal data for the purpose of implementing the Plan and may be directly contacted at this address and/or by email at Privacy@spx.com and telephone at 980-474-3700.

The Recipient understands that the Recipient's employer and any of its affiliates may hold certain personal information about him or her, including the Recipient's name, date of birth, date of hire, home and business addresses and telephone numbers, e-mail address, business group/segment, employment status, account identification, and details of all rights and other entitlement to shares or units awarded, cancelled, purchased, vested, unvested or outstanding in the Recipient's favor pursuant to this Agreement, for the purpose of managing and administering the Plan ("Data"). The Recipient's employer may communicate the Data to the Company for the purpose of the Plan.

The Recipient understands that the collection, storage, use and processing, in electronic or other form, of his or her Data is necessary for the exclusive purpose of implementing, administering and managing the Recipient's participation in the Plan.

The Data may be made available to the authorized personnel of the Company and its affiliate, and to a broker or other third party with whom shares acquired pursuant to the Plan may be deposited, as well as to government and other regulatory authorities for the purpose of complying with their legal obligations in connection with the Plan.

As such, the Recipient further understands that the Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Recipient's country or elsewhere, including outside the European Economic Area, and that the Recipient's country may have less adequate data privacy laws and protections than the Recipient's country. The Company has entered into contractual arrangements to ensure the same safeguards for the Data as required under European Union Law. A third party to whom the Data may be passed is Fidelity Investments and its affiliates.

The Recipient may request at any time and without cost:

- a list with the names and addresses of any potential recipients of the Data;
 - access to and access the Data relating to the Recipient;
 - any additional information about the storage and processing of the Data.
-

The Recipient may exercise the above-mentioned rights by contacting the Recipient's local human resources representative or the Company's local data privacy administrator at Privacy@spx.com.

In addition, the Recipient may also object, on grounds relating to his or her particular situation, at any time to the processing of the Data, in which case, the Company shall no longer process the Data relating to the Recipient until the Company demonstrates compelling legitimate grounds for the processing. The Recipient understands, however, that objecting to the processing of the Data, although it shall not have any negative effect on the Recipient's employment, may affect the Recipient's ability to participate in the Plan. For more information on the consequences of such objection, the Recipient may contact the Company's local data privacy administrator.

The Recipient understands that Data shall be held only as long as necessary to implement, administer and manage the Recipient's participation in the Plan.

In any case, the Recipient has the right to lodge a complaint with the relevant local supervisory authority.

15. Exemption from Code Section 409A. Notwithstanding any provision of the Plan or this Agreement to the contrary, the Award is intended to be exempt from Code Section 409A. The Plan and the Agreement shall be construed and interpreted in accordance with such intent. References in the Plan and this Agreement to "termination of Service" and similar terms shall mean a "separation from service" within the meaning of that term under Code Section 409A.

16. No Fractional Shares. No fractional shares of Common Stock shall be issued or delivered under this Agreement. The Committee shall determine whether cash or other property shall be issued or paid in lieu of such fractional shares of Common Stock or whether such fractional shares of Common Stock or any rights thereto shall be forfeited or otherwise eliminated.

17. Amendment. The Board may at any time amend, modify or terminate the Plan and this Agreement; provided, however, that no such action of the Board shall adversely affect the Recipient's rights under this Agreement without the consent of the Recipient. The Board or the Committee, to the extent it deems necessary or advisable in its sole discretion, reserves the right, but shall not be required, to unilaterally amend or modify this Agreement so that the Award qualifies for exemption from or complies with Code Section 409A; provided, however, that the Board, the Committee and the Company make no representations that the Award shall be exempt from or comply with Code Section 409A and make no undertaking to preclude Code Section 409A from applying to the Award.

18. Plan Terms and Committee Authority. This Agreement and the rights of the Recipient hereunder are subject to all of the terms and conditions of the Plan, as it may be amended from time to time, as well as to such rules and regulations as the Committee may adopt for administration of the Plan. It is expressly understood that the Committee is authorized to administer, construe and make all determinations necessary or appropriate for the administration of the Plan and this Agreement, all of which shall be binding upon the Recipient. Any inconsistency between this Agreement and the Plan shall be resolved in favor of the Plan. The Recipient hereby acknowledges receipt of a copy of the Plan and this Agreement.

19. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any jurisdiction, or as to any person, or would disqualify the Plan or the Agreement under any law deemed applicable by the Board, such provision shall be construed or deemed amended to conform to applicable laws, or, if it cannot be so construed or deemed amended without, in the Board's determination, materially altering the intent of the Plan or the Agreement, such provision shall be stricken as to such jurisdiction or person, and the remainder of the Agreement shall remain in full force and effect.

20. Governing Law and Jurisdiction. The Plan and this Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, United States of America. The jurisdiction and venue for any disputes arising under, or any action brought to enforce (or otherwise relating to), the Plan shall be exclusively in the courts in the State of North Carolina, County of Mecklenburg, United States of America, including the Federal Courts located therein (should Federal jurisdiction exist). As consideration for and by accepting the Award, the Recipient agrees that the Governing Law and Jurisdiction provisions of this Section 21 shall supersede any Governing Law or similar provisions contained or referenced in any prior equity awards made by the Company or a predecessor of the Company to the Recipient, and, accordingly, such prior equity awards shall become subject to the terms and conditions of the Governing Law and Jurisdiction provisions of this Section 21.

21. Successors. All obligations of the Company under this Agreement shall be binding on any successor to the Company, whether the existence of the successor results from a direct or indirect purchase of all or substantially all of the business or assets of the Company or both, or a merger, spin-off, consolidation or otherwise.

22. Compensation Recovery. This Award shall be subject to any compensation recovery policy adopted by the Company, including any policy required to comply with applicable law or listing standards, as such policy may be amended from time to time in the sole discretion of the Company. As consideration for and by accepting the Award, the Recipient agrees that all prior equity awards made by the Company or a predecessor of the Company to the Recipient shall become subject to the terms and conditions of the provisions of this Section 23.

23. Language. If the Recipient has received this Agreement or any other document related to the Plan translated into a language other than English and the translated version is different than the English version, the English version shall control.

24. Further Assurances. The Recipient agrees to use his or her reasonable efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for the Recipient's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

SPX 2019 STOCK COMPENSATION PLAN

TIME-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT
FOR NON-EMPLOYEE DIRECTORS

THIS AGREEMENT (the “Agreement”) is made between SPX Technologies, Inc., a Delaware corporation (the “Company”), and the Recipient pursuant to the SPX 2019 Stock Compensation Plan, as amended from time to time, and related plan documents (the “Plan”) in combination with an SPX Restricted Stock Unit Summary (the “Award Summary”) to be displayed at the Fidelity website. The Award Summary, which identifies the person to whom the Restricted Stock Units are granted (the “Recipient” or “Non-Employee Director”) and specifies the date (the “Award Date”) and other details of this grant of Restricted Stock Units, and the electronic acceptance of this Agreement (which also is to be displayed at the Fidelity website), are incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Plan. The parties hereto agree as follows:

1. Grant of Restricted Stock Units. The Company hereby grants to the Recipient the number of Restricted Stock Units specified in the Award Summary (the “Award”), subject to the terms and conditions of the Plan and this Agreement. This Award shall also be subject to the terms of any applicable deferral election made by the Recipient with respect to the Restricted Stock Units. Each Restricted Stock Unit shall entitle the Recipient to a share of Common Stock when the Restricted Stock Unit ceases to be subject to any applicable Period of Restriction (as specified in Section 4 below), subject to any applicable deferral election. The Recipient must accept the Restricted Stock Unit Award within ninety (90) days after notification that the Award is available for acceptance and in accordance with the instructions provided by the Company. The Award automatically shall be rescinded upon the action of the Company, in its discretion, if the Award is not accepted within ninety (90) days after notification is sent to the Recipient indicating availability for acceptance. No payment of cash is required for the award of the Restricted Stock Units pursuant to this Agreement.

2. Restrictions. The Restricted Stock Units evidenced by this Award may not be sold, transferred, pledged, assigned, used to exercise options or otherwise alienated or hypothecated, whether voluntarily or involuntarily or by operation of law. The Recipient shall have no rights in the Common Stock underlying the Restricted Stock Units until the Restricted Stock Units cease to be subject to any applicable Period of Restriction and the delivery of the underlying shares of Common Stock is made, or as otherwise provided in the Plan or this Agreement. The Recipient shall not have any voting rights with respect to the Restricted Stock Units, nor shall the Recipient receive or be entitled to receive any dividends or dividend equivalents with respect to the Restricted Stock Units.

3. Restricted Stock Unit Account. The Company shall maintain an account (the “Restricted Stock Unit Account” or “Account”) on its books in the name of the Recipient, which shall reflect the number of Restricted Stock Units awarded to the Recipient.

4. Period of Restriction. Subject to the provisions of the Plan and this Agreement, unless they are vested or forfeited earlier as described in Section 5, 6, or 7 of this Agreement, as applicable, the Restricted Stock Unit Award shall become vested at the close of business on the day before the date of the Company’s next regular annual meeting of shareholders held after the grant of this Award, if the Non-Employee Director remains a member of the Board through that time. Only a whole number of Restricted Stock Units shall become vested as of any given Vesting Date. If the number of Restricted Stock Units determined as of a Vesting Date is a fractional number, the number vesting shall be rounded up to the nearest whole number with any fractional portion carried forward.

Upon vesting, all vested Restricted Stock Units shall cease to be considered Restricted Stock Units, subject to the terms and conditions of the Plan and this Agreement and any applicable deferral election, and except as otherwise provided in the Agreement (including Section 15) and any applicable deferral election, the Recipient shall be entitled to receive one share of Common Stock for each vested Restricted Stock Unit in the Recipient's Account.

5. Treatment Upon Disability or Death. If, while the Restricted Stock Units are subject to any applicable Period of Restriction, the Recipient experiences a termination of Service by reason of Disability or death, then the Restricted Stock Units shall become fully vested as of the date of such termination of Service without regard to the Period of Restriction set forth in Section 4 of this Agreement.

6. Forfeiture upon Termination due to Reason other than Disability or Death. If, while the Restricted Stock Units are subject to any applicable Period of Restriction, the Recipient experiences a termination of Service for any reason other than the Recipient's Disability or death, and subject to 7, then the Recipient shall forfeit any Restricted Stock Units that are subject to the Period of Restriction on the date of such termination of Service.

7. Change of Control. In the event of a Change of Control, and subject to Section 8, the Restricted Stock Units subject to any applicable Period of Restriction shall become fully vested as of the Change of Control and shall cease to be subject to the Period of Restriction set forth in Section 4 of this Agreement.

8. Effect of Change of Control. In the event of a Change of Control (and subject to any applicable deferral election):

(a) No cancellation, termination, lapse of Period of Restriction, settlement or other payment shall occur with respect to any Restricted Stock Units if the Board (as constituted immediately prior to the Change of Control) reasonably determines, in good faith, prior to the Change of Control that the Restricted Stock Units shall be honored or assumed or new rights substituted therefor by an Alternative Award, in accordance with the terms of Section 13.5 of the Plan.

(b) Notwithstanding Section 8(a), if an Alternative Award meeting the requirements of Section 13.5 of the Plan cannot be issued, or the Board so determines at any time prior to the Change of Control, any Restricted Stock Units subject to an applicable Period of Restriction shall become fully vested and free of any Period of Restriction immediately prior to the Change of Control.

(c) Notwithstanding Sections 7, 8(a) and 8(b), and subject to Section 13.4 of the Plan, the Board (as constituted immediately prior to the Change of Control) may, in its discretion, cancel any Restricted Stock Units in exchange for an amount equal to the Change of Control Price multiplied by the aggregate number of shares of Common Stock covered by such Award.

9. Adjustment in Capitalization. In the event of any change in the Common Stock of the Company through stock dividends or stock splits, a corporate spin-off, reverse spin-off, split-off or split-up, extraordinary cash dividend or other distribution of assets by the Company or recapitalization, merger, consolidation, exchange of shares, or a similar event, the number of Restricted Stock Units subject to this Agreement shall be equitably adjusted by the Board to preserve the intrinsic value of any Awards granted under the Plan. Such mandatory adjustment may include a change in any or all of the number and kind of shares of Common Stock or other equity interests underlying the Restricted Stock Units, and/or if reasonably determined in good faith by the Board prior to such adjustment event, that the Restricted Stock Units (in whole or in part) shall be replaced by Alternative Awards meeting the requirements set forth in Section 13.5 of the Plan. In addition, the Board may make provisions for a cash payment to a Recipient in such event. The number of shares of Common Stock or other equity interests underlying the Restricted Stock Units shall be rounded to the nearest whole number. Any such adjustment shall not result in adverse tax consequences to the Recipient under Code Section 409A.

10. Delivery of Stock Certificates or Cash. Subject to the requirements of Sections 11 and 12 below, as promptly as practicable after the Restricted Stock Units should be settled and paid on such date as otherwise provided in accordance with this Agreement (and any applicable deferral election), but in no event later than 60 days after such date, the Company may, if applicable, cause to be issued and delivered to the Recipient, the Recipient's legal representative, or a brokerage account for the benefit of the Recipient, as the case may be, certificates for the shares of Common Stock that correspond to the vested Restricted Stock Units, or, pursuant to Section 8, a check shall be delivered to the last known address of the Recipient.

11. Tax Withholding. Regardless of any action the Company takes with respect to any or all income tax, social security, payroll tax, payment on account or other tax-related withholding ("Tax") that the Recipient is required to bear pursuant to all applicable laws, the Recipient hereby acknowledges and agrees that the ultimate liability for all Tax is and remains the responsibility of the Recipient.

Prior to receipt of any shares of Common Stock that correspond to settlement of vested Restricted Stock Units, the Recipient shall pay or make adequate arrangements satisfactory to the Company and/or any Subsidiary of the Company to satisfy all withholding and payment obligations of the Company and/or any Subsidiary of the Company. In this regard, the Recipient authorizes the Company and/or any Subsidiary of the Company to withhold all applicable Tax legally payable by the Recipient from the Recipient's wages or other cash compensation paid to the Recipient by the Company and/or any Subsidiary of the Company or from the proceeds of the sale of shares of Common Stock. Alternatively, or in addition, the Company may sell or arrange for the sale of Common Stock that the Recipient is due to acquire to satisfy the withholding obligation for Tax and/or withhold any Common Stock (not to exceed maximum statutory rates). Finally, the Recipient agrees to pay the Company or any Subsidiary of the Company any amount of any Tax that the Company or any Subsidiary of the Company may be required to withhold as a result of the Recipient's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to deliver Common Stock if the Recipient fails to comply with its obligations in connection with the tax as described in this section.

The Company advises the Recipient to consult a lawyer or accountant with respect to the tax consequences for the Recipient under the Plan.

The Company and/or any Subsidiary: (a) make no representations or undertakings regarding the tax treatment in connection with the Plan; and (b) do not commit to structure the Plan to reduce or eliminate the Recipient's liability for Tax.

12. Securities Laws. This Award is a private offer that may be accepted only by a Recipient who is a director of a Subsidiary of the Company and who satisfies the eligibility requirements outlined in the Plan and the Board's administrative procedures. This Award may not be registered with the body responsible for regulating offers of securities in the Recipient's country. The future value of Common Stock acquired under the Plan is unknown and could increase or decrease.

Neither the Plan nor any offering materials related to the Plan may be distributed to the public. The Common Stock should be resold only on the New York Stock Exchange and should not be resold to the public except in full compliance with all applicable securities laws.

If a Registration Statement under the Securities Act of 1933, as amended, is not in effect with respect to the shares of Common Stock to be issued pursuant to this Agreement, the Recipient hereby represents that the Recipient is acquiring the shares of Common Stock for investment and with no present intention of selling or transferring them and that the Recipient shall not sell or otherwise transfer the shares except in compliance with all applicable securities laws and requirements of any stock exchange on which the shares of Common Stock may then be listed.

13. No Legal Rights. Neither the Plan nor this Agreement confers on the Recipient any legal or equitable rights (other than those related to the Restricted Stock Unit Award) against the Company or any Subsidiary or directly or indirectly gives rise to any cause of action in law or in equity against the Company or any Subsidiary.

14. Plan Terms and Board Authority. This Agreement and the rights of the Recipient hereunder are subject to all of the terms and conditions of the Plan, as it may be amended from time to time, as well as any applicable deferral election and such rules and regulations as the Board may adopt for administration of the Plan. It is expressly understood that the Board is authorized to administer, construe and make all determinations necessary or appropriate for the administration of the Plan and this Agreement, all of which shall be binding upon the Recipient. Any inconsistency between this Agreement and the Plan shall be resolved in favor of the Plan. The Recipient hereby acknowledges receipt of a copy of the Plan and this Agreement.

15. Compliance with Code Section 409A. Notwithstanding any provision of the Plan or this Agreement to the contrary, the Award is intended to be exempt from or, in the alternative, comply with Code Section 409A and the interpretive guidance thereunder, including the exceptions for stock rights and short-term deferrals. The Plan and the Agreement shall be construed and interpreted in accordance with such intent. References in the Plan and this Agreement to "termination of Service" and similar terms shall mean a "separation from service" within the meaning of that term under Code Section 409A. Any payment or distribution that is to be made to a Recipient who is a "specified employee" of the Company or a Subsidiary of the Company within the meaning of that term under Code Section 409A and as determined by the Board, on account of a "separation from service" under Code Section 409A, may not be made before the date which is six months after the date of such "separation from service," unless the payment or distribution is exempt from the application of Code Section 409A by reason of the short-term deferral exemption or otherwise.

16. No Fractional Shares. No fractional shares of Common Stock shall be issued or delivered under this Agreement. The Board shall determine whether cash or other property shall be issued or paid in lieu of such fractional shares of Common Stock or whether such fractional shares of Common Stock or any rights thereto shall be forfeited or otherwise eliminated.

17. Amendment. The Board may at any time amend, modify or terminate the Plan and this Agreement; provided, however, that no such action of the Board shall adversely affect the Recipient's rights under this Agreement without the consent of the Recipient. The Board, to the extent it deems necessary or advisable in its sole discretion, reserves the right, but shall not be required, to unilaterally amend or modify this Agreement so that the Award qualifies for exemption from or complies with Code Section 409A; provided, however, that the Board and the Company make no representations that the Award shall be exempt from or comply with Code Section 409A and make no undertaking to preclude Code Section 409A from applying to the Award.

18. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any jurisdiction, or as to any person, or would disqualify the Plan or the Agreement under any law deemed applicable by the Board, such provision shall be construed or deemed amended to conform to applicable laws, or, if it cannot be so construed or deemed amended without, in the Board's determination, materially altering the intent of the Plan or the Agreement, such provision shall be stricken as to such jurisdiction or person, and the remainder of the Agreement shall remain in full force and effect.

19. Governing Law and Jurisdiction. The Plan and this Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, United States of America. The jurisdiction and venue for any disputes arising under, or any action brought to enforce (or otherwise relating to), the Plan shall be exclusively in the courts in the State of North Carolina, County of Mecklenburg, United States of America, including the Federal Courts located therein (should Federal jurisdiction exist). As consideration for and by accepting the Award, the Recipient agrees that the Governing Law and Jurisdiction provisions of this Section 19 shall supersede any Governing Law or similar provisions contained or referenced in any prior equity awards made by the Company or a predecessor of the Company to the Recipient, and, accordingly, such prior equity awards shall become subject to the terms and conditions of the Governing Law and Jurisdiction provisions of this Section 19.

20. Successors. All obligations of the Company under this Agreement shall be binding on any successor to the Company, whether the existence of the successor results from a direct or indirect purchase of all or substantially all of the business or assets of the Company or both, or a merger, spin-off, consolidation or otherwise.

21. Compensation Recovery. This Award shall be subject to any compensation recovery policy adopted by the Company, including any policy required to comply with applicable law or listing standards, as such policy may be amended from time to time in the sole discretion of the Company. As consideration for and by accepting the Award, the Recipient agrees that all prior equity awards made by the Company or a predecessor of the Company to the Recipient shall become subject to the terms and conditions of the provisions of this Section 21.

22. Language. If the Recipient has received this Agreement or any other document related to the Plan translated into a language other than English and the translated version is different than the English version, the English version shall control.

23. Further Assurances. The Recipient agrees to use his or her reasonable efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for the Recipient's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

SPX SUPPLEMENTAL RETIREMENT PLAN

FOR TOP MANAGEMENT

(As Amended and Restated Effective August 15, 2022)

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SPX SUPPLEMENTAL RETIREMENT PLAN FOR TOP MANAGEMENT

The SPX Supplemental Retirement Plan for Top Management (the "Plan") was originally adopted effective October 22, 1985, amended from time to time thereafter and is now amended and restated, effective as of August 15, 2022 (the "Restatement Date"). The Plan was previously known as the SPX Corporation Supplemental Retirement Plan for Top Management, and is hereby renamed as of the Restatement Date.

The Plan was originally established and maintained by SPX Corporation, and effective as of the Restatement Date, the liability, maintenance and sponsorship of the Plan was transferred to SPX Enterprises, LLC. The Plan is currently maintained by SPX Enterprises, LLC for the purpose of providing supplemental retirement income benefits to a limited number of top management employees largely responsible for enhancing the earnings and growth of the Company (defined below).

The provisions set forth in this Plan are applicable only to Participants in the employ of the Company n or after the effective date of such provisions. Participants who retired with benefits commencing prior to such date, or who became disabled or separated from the employ of the Company prior to that date, or an eligible beneficiary of such Employees, shall be eligible for the benefits, if any, under the Plan as it existed at the time of retirement, disability or separation; or as subsequently amended such that the amended terms apply to such persons.

ARTICLE I DEFINITIONS

Wherever used herein the following terms shall have the meanings hereinafter set forth (except as may otherwise be modified in other provisions or appendices of the Plan). Words in the masculine gender shall include the feminine and the singular shall include the plural, and vice versa, unless qualified by the context. Any headings used herein are included for ease of reference only, and are not to be construed so as to alter the terms hereof.

1.1 "Actuarial Equivalent" means a benefit having the same value as the benefit it replaces. Actuarial equivalency shall be determined on the basis of the following assumptions:

- (a) For purposes of converting a 100% joint and survivor annuity or a 50% joint and survivor annuity (as the case may be) at Normal Retirement Age to a lump sum at Normal Retirement Age or at any other time, or a lump sum at any age to a 100% joint and survivor annuity or a 50% joint and survivor annuity (as the case may be) at Normal Retirement Age or at any other time, (i) mortality shall be based upon the table prescribed in Code Section 417(e)(3)(AXii)(1), (ii) the ages of the Participant and the Participant's spouse shall be their actual ages and (iii) the assumed interest rate shall be the annual interest on 30-year Treasury securities, as published by the Board of Governors of the Federal Reserve System, for the November prior to the Plan Year during which the distribution is made.

- (b) For purposes of converting a 100% joint and survivor annuity or a 50% joint and survivor annuity (as the case may be) into a single life annuity, the factors set forth in Table A (attached hereto) shall be applied. If a Participant is not married, such application shall be based on the assumption that the Participant is married and that he and his spouse are the same age. If a Participant is married, such application shall be based on the actual ages of the Participant and his spouse. For purposes of converting into any other optional annuity form of benefit available under the Plan or for adjusting for a non-spousal Beneficiary, the 100% joint and survivor annuity or the 50% joint and survivor annuity (as the case may be) shall first be converted into a single life annuity, as described above, after which the actuarial factors set forth in Appendix A of the SPX Qualified Plan (as amended) shall be applied.

1.2 “Affiliated Company” or “Affiliate” means any corporation, trade or business entity which is a member of a controlled group of corporations, trades or businesses, or an affiliated service group, of which the Company is also a member, as provided in Code Sections 414(b), (c), (m) or (o).

1.3 “Beneficiary” means a Participant’s beneficiary under the SPX Qualified Plan, or any person or persons designated by a Participant to receive benefits payable in the event of the Participant’s death before benefits under the Plan begin, or to receive the survivor benefits under any joint and survivor benefit option or period certain benefit option after benefits under the Plan begin. Any separate designation of a Beneficiary under this Plan shall not be effective for any purpose unless and until it has been filed by the Participant with the Committee on a form approved by the Committee. In the event that a Participant shall not have a Beneficiary, or if for any reason a Beneficiary designation shall be legally ineffective, or if such Beneficiary predeceases the Participant, then, for purposes of the Plan, payments shall be made to the first surviving class, and in equal shares if there are more than one in each class, of the following classes of beneficiaries in order of preference: (i) Participant’s widow or widower, (ii) surviving children, (iii) surviving parents, (iv) surviving brothers or sisters, and (v) legal representative, provided that if no legal representative is duly appointed and qualified within six months of the date of death of a deceased Participant, then payment shall be made to such persons as, at the date of the Participant’s death, would be entitled to share in the distribution of such deceased Participant’s estate under the provisions of the statute governing the descent of intestate property, then in force and effect in the state of Participant’s residence. A Participant may, from time to time, on a form approved by and filed with the Committee, change the Beneficiary, provided that once benefit payments have commenced to be paid to a Participant, his designation of a Beneficiary may only be changed for the period certain and life benefit as described at Section 6.8, Option 5 of the SPX Qualified Plan. If payments under a period certain and life benefit have commenced to a Participant’s designated Beneficiary and the Beneficiary dies before all payments under such form of payment have been made, any remaining payments shall be made to the Beneficiary’s estate.

A married Participant may elect at any time to designate a non-spouse Beneficiary or to revoke any such election at any time. An election by a Participant to designate a non-spouse Beneficiary shall not take effect unless the Participant’s spouse consents in writing to such election, such consent acknowledges the effect of such an election and the consent is witnessed by a representative of the Plan or a notary public, unless the Participant establishes to the satisfaction of the Committee that such consent may not be obtained because there is no spouse, the spouse cannot be located or due to other circumstances. The consent by a spouse shall be irrevocable and shall be effective only with respect to that spouse.

There shall be separate Beneficiary designations for a Participant's Non-409A Top Management Retirement Benefit and 409A Top Management Retirement Benefit (although a Participant may select the same person(s) as Beneficiary for both the Participant's Non-409A Top Management Retirement Benefit and 409A Top Management Retirement Benefit).

A Participant's spouse shall no longer be eligible for the Top Management Retirement Benefit provided in Sections 4.1(a) and 4.2(a) on the date of entry of a judgment of divorce from that spouse, provided that a Participant may designate a former spouse as his Beneficiary on a form approved by the Committee and filed with the Committee after the date of entry of the judgment of divorce and before his death.

1.4 "Board" means the Board of Directors of SPX Technologies, Inc.

1.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time, and any regulations relating thereto.

1.6 "Committee" or "Compensation Committee" means the Compensation Committee of the Board.

1.7 "Company" means (a) SPX Enterprises, LLC a Delaware limited liability company, (b) any Affiliated Company or Affiliate provided that such Affiliated Company or Affiliate shall have been included in the definition of Company only to the extent determined by action of the officer of SPX Enterprises, LLC empowered to make such employee benefit determinations, or (c) to the extent provided in Section 7.9 below, any successor corporation or other entity resulting from a reorganization, merger or consolidation into or with the Company, or a transfer or sale of substantially all of the assets of the Company. For the avoidance of doubt, prior to the Restatement Date, "Company" under the foregoing clause (a) above referred to SPX Corporation.

1.8 "Continuous Service" for purposes of this Plan shall be equal to a Participant's Continuous Service as shown on the records of the SPX Qualified Plan. For purposes of this Plan only, in the event a Participant was employed by a business entity acquired by the Company, his Continuous Service Commencement Date (as that term is defined in the SPX Qualified Plan) shall be the closing date of such acquisition.

1.9 "Early Retirement Date" means the first day of the month coinciding with or next following the date on which a Participant or former Participant meets all of the following requirements:

- terminated employment with the Company, prior to attaining Normal Retirement Age;
- after such Participant is Vested under this Plan; and
- when the Participant has attained at least age 55, regardless of whether he attained such age prior to his termination of employment.

1.10 “Employee” means an employee of the Company or of an Affiliated Company who is a participant (or deemed treated as a participant pursuant to an Appendix of this Plan) under the SPX Qualified Plan (or any successor or replacement to the SPX Qualified Plan).

1.11 “Final Average Pay” shall mean the average monthly pay in the Participant’s highest paid three calendar years out of his last ten calendar years of Company employment, but with the following modifications:

- (a) In a Participant’s last calendar year of Company employment, Final Average Pay will be based on the full year, by annualizing the Participant’s last rate of pay for that year, and including the bonus paid to the Participant during that year.
- (b) Those items excluded from the definition of Compensation under the SPX Qualified Plan (including the payment of the “bank” portion of a Participant’s SPX Executive EVA Incentive Compensation Plan account as a result of termination of employment or Change-of-Control) shall also be excluded from Final Average Pay; provided that any deferrals of compensation made pursuant to the SPX Supplemental Retirement Savings Plan shall be includable in the determination of Final Average Pay.
- (c) For purposes of this Plan, Final Average Pay shall be determined, regardless of the limit (if any) provided by Code Section 401 (a)(17) or any other statutorily imposed limit.

1.12 “Normal Retirement Age” shall mean age sixty-five (65).

1.13 “Normal Retirement Date” means the first day of the month coinciding with or next following the later of (i) the date of the Participant’s Normal Retirement Age or (ii) the date on which a Participant terminates employment with the Company on or after attainment of his Normal Retirement Age.

1.14 “Participant” means an Employee who is eligible to participate in this Plan pursuant to Article II hereof.

1.15 “Plan” means this SPX Supplemental Retirement Plan For Top Management.

1.16 “SPX Qualified Plan” means the SPX US Pension Plan (formerly known as the SPX Corporation Individual Account Retirement Plan and prior to that, Pension Plan No. 3) and each predecessor, successor or replacement to the said SPX Qualified Plan.

1.17 “SPX Qualified Plan Benefit” means the aggregate benefit (including any portion to be paid to an alternate payee pursuant to a qualified domestic relations order) payable to and in respect of a Participant pursuant to the SPX Qualified Plan and any other tax-qualified (within the meaning of Code Section 401(a)) defined benefit pension plans (within the meaning of Code Section 414(j)) maintained by the Company and its Affiliates by reason of his termination of employment with the Company and all Affiliates. If benefits are paid under this Plan in a different form than the SPX Qualified Plan Benefit, the SPX Qualified Plan Benefit shall be determined as an Actuarial Equivalent benefit in the same form. SPX Qualified Plan Benefits paid prior to payment under this Plan shall (i) in the event of lump sum payments, be increased by the actual interest credits provided to SPX Qualified Plan participants between the date of payment under the SPX Qualified Plan and the date of payment under this Plan, and (ii) in the event of monthly annuity payments, such payments shall be redetermined as if paid by the SPX Qualified Plan on the Normal Retirement Date or Early Retirement Date under this Plan. This redetermination shall include actual interest credits provided to SPX Qualified Plan participants between the date of payment under the SPX Qualified Plan and the date of payment under this Plan.

1.18 “Other Nonaligned Pension Plans” shall mean the following plans (and any predecessor, successor or replacement plans) sponsored by the Company: the SPX Supplemental Individual Account Retirement Plan, the SPX Enterprises Retirement Plan for Outside Directors, the Restoration Plan for the Salaried Defined Benefit Retirement Plans of United Dominion Industries, Inc., the United Dominion Industries, Inc. Supplemental Executive Retirement Plan, the Marley Company Supplemental Benefits Plan and the UDI Core Industries, Inc. Benefit Equalization Plan or any other non-qualified defined benefit plan sponsored by the Company.

1.19 “Surviving Spouse” means the person who is married to a Participant at the date of his death.

1.20 “Top Management Retirement Benefit” means the benefit payable to a Participant, a Surviving Spouse or a Beneficiary pursuant to the terms of this Plan.

1.20A. “Non-409A Top Management Retirement Benefit” refers to the Top Management Retirement Benefit that is determined under Code Section 409A to be (i) attributable to amounts deferred in taxable years beginning before January 1, 2005, and (ii) not subject to Code Section 409A.

1.20B. “409A Top Management Retirement Benefit” refers to the Top Management Retirement Benefit that is determined under Code Section 409A to be (i) attributable to amounts deferred in taxable years beginning on or after January 1, 2005, or (ii) attributable to amounts deferred in taxable years beginning before January 1, 2005 that are subject to Code Section 409A.

1.21 “Vested” A Participant shall be Vested in his benefits under this Plan if he has 5 years of Continuous Service under the SPX Qualified Plan.

ARTICLE II ELIGIBILITY

2.1 Participation. An Employee shall become a Participant hereunder upon designation as such by the Compensation Committee. Such designation shall be made in writing and filed with the records of the Plan. The Compensation Committee shall promptly notify those employees selected as Participants hereunder of their participation. Notwithstanding the foregoing, an Employee shall not be eligible to become a Participant at any point during a year if Code Section 409A would prevent such Employee from making a payment election under Section 3.4(b)(1)(i) of the Plan at such time. In such circumstances, such Employee would be permitted to participate in the Plan only as of the January 1st of the following year, and the Employee shall be permitted to make a payment election in accordance with Section 3.4(b)(1)(ii) of the Plan.

2.2 Top Hat Requirements and Reduction in Status. No Employee shall be designated as a Participant hereunder unless the Employee qualifies for inclusion in a “select group of management or highly compensated employees” as defined in Sections 201(2), 301(a)(3), 401(a)(1) and 4021(b)(6) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). In the event a Participant’s compensation or level of responsibility is reduced so that such Participant no longer qualifies for inclusion in a “select group of management or highly compensated employees,” the individual shall cease to be a Participant. A Vested Participant shall not forfeit benefits accrued to the date he ceases to be a Participant, while a non-Vested Participant shall forfeit all rights to benefits under the Plan.

2.3 Removal From Participation. Except in the event of a Change-of-Control (as defined in Article VIII), the Compensation Committee may reexamine a non-Vested Participant’s eligibility and make a new determination as to whether he shall be entitled to continue as a Participant hereunder. If an Employee is removed from participation pursuant to this Section 2.3, he and his Surviving Spouse or Beneficiary shall forfeit all rights to benefits under this Plan. The Compensation Committee shall not be entitled to remove any Vested Participant from participation, except as described in Section 2.2 above or in the event of the termination of the Plan as to all Participants, in which case the Participant’s Vested accrued benefits shall not be forfeitable.

2.4 FLOW Transferees. As part of the Separation and Distribution Agreement by and between the Company and SPX FLOW, Inc. dated as of September 22, 2015 (and as may be amended from time to time), the Company and SPX FLOW, Inc. entered into the Employee Matters Agreement dated as of September 26, 2015 (the “EMA”). In accordance with the EMA, all liabilities for Flowco Employees (as defined in the EMA) who participate in the Plan immediately prior to the Effective Time (as defined in the EMA) are to be transferred to the SPX FLOW Supplemental Retirement Plan for Top Management (the “FLOW TMP Plan”) as of September 26, 2015 (such Flowco Employees referred to as “Flow Transferees”). As of such date, Flow Transferees shall cease to be Participants under this Plan and shall become participants in the FLOW TMP Plan.

From and after the September 26, 2015, neither the Company nor this Plan shall have any liability with respect to the former participation by Flow Transferees in this Plan, and Flow Transferees shall not be entitled to any payment of any benefits under the Plan. References to the FLOW TMP Plan in this Plan are descriptive only, and neither the Company nor this Plan guarantees any payments or rights under the FLOW TMP Plan. The provisions of this Section 2.4 shall supersede any provision in the Plan to the contrary (including, without limitation, any Appendices).

ARTICLE III
TOP MANAGEMENT RETIREMENT BENEFITS

3.1 Normal Retirement.

- (a) Normal Retirement for Employees Who Became Participants Before August 24, 2005. For Employees who became Participants in the Plan before August 24, 2005, the Top Management Retirement Benefit payable to an eligible Participant on his Normal Retirement Date shall be a monthly amount in the form of a 100% joint and survivor annuity equal to the remainder of (1) minus (2), as described below:
- (1) 60% of Final Average Pay multiplied by a ratio, the numerator of which is the Participant's Continuous Service (not to exceed 15) and the denominator of which is 15; minus
 - (2) the Participant's SPX Qualified Plan Benefit determined as of the Participant's Normal Retirement Date without regard to when such benefit is actually paid.
- (b) Normal Retirement for Employees Who Become Participants On and After August 24, 2005 and Before April 22, 2009. For Employees who become Participants in the Plan on and after August 24, 2005 and before April 22, 2009, the Top Management Retirement Benefit payable to an eligible Participant on his Normal Retirement Date shall be a monthly amount in the form of a 50% joint and survivor annuity equal to the remainder of (1) minus (2), as described below:
- (1) 50% of Final Average Pay multiplied by a ratio, the numerator of which is the Participant's Continuous Service (not to exceed 20) and the denominator of which is 20; minus
 - (2) the Participant's SPX Qualified Plan Benefit determined as of the Participant's Normal Retirement Date without regard to when such benefit is actually paid.
- (c) Normal Retirement for Employees Who Become Participants On and After April 22, 2009. For Employees who become Participants in the Plan on and after April 22, 2009, the Top Management Retirement Benefit payable to an eligible Participant on his Normal Retirement Date shall be a monthly amount in the form of a 50% joint and survivor annuity equal to the remainder of (1) minus (2), as described below:
- (1) 50% of Final Average Pay multiplied by a ratio, the numerator of which is the Participant's Continuous Service (not to exceed 25) and the denominator of which is 25; minus
 - (2) the Participant's SPX Qualified Plan Benefit determined as of the Participant's Normal Retirement Date without regard to when such benefit is actually paid.

3.2 Early Retirement.

- (a) Early Retirement for Employees Who Became Participants Before August 24, 2005. For Employees who became Participants in the Plan before August 24, 2005, the Top Management Retirement Benefit payable to an eligible Participant on his Early Retirement Date shall be a monthly amount equal to the Top Management Retirement Benefit to which he would be entitled at his Normal Retirement Date pursuant to Section 3.1(a) above, with the following adjustments:
- (1) Amount If Early Retirement Is Within Five Years of Normal Retirement Age. The monthly amount payable hereunder to a Participant whose Early Retirement Date is within five (5) years of his Normal Retirement Age shall be an amount computed in the same manner as a benefit under Section 3.1(a) (without regard to Section 3.1(a)(2) above), based on his Final Average Pay and Continuous Service as of his Early Retirement Date.
 - (2) Amount If Early Retirement Is More Than Five Years From Normal Retirement Age. The monthly amount payable hereunder to a Participant whose Early Retirement Date is more than five years prior to his Normal Retirement Age shall be computed in the same manner as a benefit under Section 3.1(a) above (without regard to Section 3.1(a)(2)), based on his Final Average Pay and Continuous Service as of his Early Retirement Date, but such amount shall be reduced by one-twelfth (1/12) of three percent (3%) for each complete calendar month by which his first payment precedes his age 60.
 - (3) Reductions for Qualified Plan Benefits. The benefit so determined shall be reduced by the SPX Qualified Plan Benefit, or the Actuarial Equivalent thereof, if such benefit could not have been paid at such date.
- (b) Early Retirement for Employees Who Become Participants On and After August 24, 2005. For Employees who become Participants in the Plan on and after August 24, 2005, the Top Management Retirement Benefit payable to an eligible Participant on his Early Retirement Date shall be a monthly amount equal to the Top Management Retirement Benefit to which he would be entitled at his Normal Retirement Date pursuant to Section 3.1(b) or 3.1(c), as applicable, above, with the following adjustments:
- (1) Amount If Early Retirement Is Within Three Years of Normal Retirement Age. The monthly amount payable hereunder to a Participant whose Early Retirement Date is within three (3) years of his Normal Retirement Age shall be an amount computed in the same manner as a benefit under Section 3.1(b) (without regard to Section 3.1(b)(2) above) or Section 3.1(c) (without regard to Section 3.1(cX2) above), as applicable, based on his Final Average Pay and Continuous Service as of his Early Retirement Date.

- (2) Amount If Early Retirement Is More Than Three Years From Normal Retirement Age. The monthly amount payable hereunder to a Participant whose Early Retirement Date is more than three (3) years prior to his Normal Retirement Age shall be computed in the same manner as a benefit under Section 3.1(b) above (without regard to Section 3.1(b)(2)) or Section 3.1(c) above (without regard to Section 3.1(c)(2)), as applicable, based on his Final Average Pay and Continuous Service as of his Early Retirement Date, but such amount shall be reduced by one-twelfth (1/12) of four percent (4%) for each complete calendar month by which his first payment precedes his age 62.
- (3) Reductions for Qualified Plan Benefits. The benefit so determined shall be reduced by the SPX Qualified Plan Benefit, or the Actuarial Equivalent thereof, if such benefit could not have been paid at such date.

3.3 Participation in Other Nonqualified Pension Plans. In addition to reducing a Participant's benefit under the Plan by his SPX Qualified Plan Benefit as provided above, such Plan benefit shall also be reduced by his benefit (as actuarially adjusted to the applicable optional form of payment and benefit commencement date hereunder) under the Other Nonqualified Pension Plans, if any. In the event a Participant's aggregate benefit under the Other Nonqualified Pension Plans is higher than his benefit under the Plan, he shall receive no benefits from this Plan.

3.4 Form and Timing of Benefit.

(a) Non-409A Top Management Retirement Benefits.

- (1) A Participant may elect to have his Non-409A Top Management Retirement Benefit payable in any optional form in which the benefit from the SPX Qualified Plan is payable to the Participant (including a lump sum payment). A Participant must make a separate election for the Non-409A Top Management Retirement Benefit under this Plan, which need not be the same as the Participant's election under the SPX Qualified Plan. However, any option other than the automatic form of benefit under the SPX Qualified Plan must have been elected for the Non-409A Top Management Retirement Benefit at least one year prior to a Participant's Normal or Early Retirement Date. Failure to elect a different option in a timely manner will result in payment in the automatic form of benefit under the SPX Qualified Plan for the Non-409A Top Management Retirement Benefit.

- (2) Payment of the Non-409A Top Management Retirement Benefit to a Participant will commence no sooner than a date chosen by such Participant, which commencement date must be no sooner than the date when the Participant has both terminated employment and attained age 55. Such commencement date may be after the date the Participant has chosen to begin his SPX Qualified Plan Benefit.
- (b) 409A Top Management Retirement Benefits.
- (1) Initial Eligibility and Payment Elections. For any person who shall newly become a Participant pursuant to Section 2.1, such person may elect to have his 409A Top Management Retirement Benefit payable in any optional form in which the benefit from the SPX Qualified Plan is payable to the Participant (including a lump sum payment). Such person must make a separate optional form election for the 409A Top Management Retirement Benefit under this Plan, which need not be the same as the Participant's election under the SPX Qualified Plan. Such person may also elect when the 409A Top Management Retirement Benefit will commence, which commencement date must be no sooner than the date when the Participant has both terminated employment and attained age 55.
- (i) To the extent permitted under Code Section 409A, such payment election must be made no later than thirty (30) days (or such earlier time as the Committee may designate) after the person becomes newly eligible to participate in the Plan.
- (ii) If the election timing provided in clause (i) above is not permitted under Code Section 409A, such payment election must be made no later than the December 31st of the year preceding the year in which such person is initially eligible to participate in this Plan.
- (iii) The payment form and timing election shall be irrevocable for the duration of a Participant's participation in the Plan except as set forth in the remainder of this Section 3.4(b).

- (2) Transition Period. For the transition period beginning January 1, 2008 and ending December 31, 2008, any Participant may elect to have his 409A Top Management Retirement Benefit payable in any optional form in which the benefit from the SPX Qualified Plan is payable to the Participant (including a lump sum payment), and may elect when the 409A Top Management Retirement Benefit will commence, which commencement date must be no sooner than the date when the Participant has both terminated employment and attained age 55. Such election shall be made in accordance with Code Section 409A (and applicable Internal Revenue Service transition relief) and subject to the following provisions. As of December 31, 2008, any then effective transition payment election shall be irrevocable for the duration of a Participant's participation in the Plan except as set forth in paragraph (4) below. No payment election made in 2008 under this transition relief will apply to 409A Top Management Retirement Benefits that would otherwise be payable in 2008, nor may such election cause 409A Top Management Retirement Benefits to be paid in 2008 that would not otherwise be payable in 2008. No election under this transition relief may be made retroactively, or when 409A Top Management Retirement Benefit payments are imminent.
- (3) Timely Election Failure. Failure to make a timely payment election as provided above will result in such person deeming to elect the following with respect to the 409A Top Management Retirement Benefit: (i) benefit commencement date that is the later of (x) six months following termination of employment or (y) age 55 and (ii) benefit payment form that is a lump sum payment. Such deemed election shall be irrevocable for the duration of a Participant's participation in the Plan except as set forth in paragraph (4) below.
- (4) Subsequent Change in Election. A Participant may change his payment election with respect to the 409A Top Management Retirement Benefit so long as: (i) the new payment election is made at least twelve (12) months before the original payment commencement date, (ii) the new payment election does not take effect until at least twelve (12) months after the date on which such election is made, and (iii) the original payment commencement date is deferred for a period of not less than five (5) years. Notwithstanding the foregoing, to the extent that a Participant's payment form election with respect to the 409A Top Management Retirement Benefit is a "life annuity" (as defined under Code Section 409A), the Participant may change such election to another optional form in which the benefit from the SPX Qualified Plan is payable to the Participant provided that:
- (i) such optional form is also a "life annuity" (as defined under Code Section 409A) which is actuarially equivalent (as determined under Code Section 409A);
 - (ii) such election to change is timely made before the first scheduled annuity payment date of the original election; and
 - (iii) such first scheduled annuity payment date does not change as a result of the new election.

- (c) Form. The elections (including the change in payment election provisions under paragraph (b)(4) above) provided above shall be made on a form approved by the Committee and filed with the Committee in the time and manner prescribed by the Committee.
- (d) Six Month Delay Rule. It at the time the Participant becomes entitled to 409A Top Management Retirement Benefit payments under the Plan, the Participant is a Specified Employee (as defined and determined under Code Section 409A), then, notwithstanding any other provision in the Plan to the contrary, the following provision shall apply. No 409A Top Management Retirement Benefit payments considered deferred compensation under Code Section 409A which is determined to be payable upon a Participant's termination as determined under Code Section 409A and not subject to an exception or exemption thereunder, shall be paid to the Participant until the date that is six (6) months after the Participant's termination. Any such 409A Top Management Retirement Benefit payments that would otherwise have been paid to the Participant during this six-month period shall instead be aggregated with interest (at the Interest Credit Rate as defined under the SPX Qualified Plan) during such period, and be paid to the Participant on the date that is six (6) months after the Participant's termination. Any 409A Top Management Retirement Benefit payments to which the Participant is entitled to be paid after the date that is six (6) months after the Participant's termination shall be paid to the Participant in accordance with the applicable terms of this Plan.
- (e) Payments. Notwithstanding anything in the foregoing, a 409A Top Management Retirement Benefit payment shall be paid (or commence to be paid) on or as soon as practicable after the date determined pursuant to the above but not later than 30 days after such date.

3.5 [Reserved.]

3.6 Actuarial Equivalent. A Top Management Retirement Benefit which is payable in any other form than that prescribed under Sections 3.1 and 3.2 above, or which is payable in such form prescribed under Sections 3.1 and 3.2 above but with a Beneficiary other than such Participant's spouse, shall be the Actuarial Equivalent of the Top Management Retirement Benefit set forth in Sections 3.1 and 3.2 above.

3.7 Source of Benefit Payments. Any Top Management Retirement Benefit payable to a Participant, a Surviving Spouse or a Beneficiary shall be paid from the general assets of the Company.

ARTICLE IV
TOP MANAGEMENT PRE-REIIRMENT DEATH BENEFIT

4.1 Survivor Benefits for the Non-409A Top Management Retirement Benefit. If a Vested Participant dies before his Non-409A Top Management Retirement Benefit has commenced to be paid to him, the Surviving Spouse or Beneficiary, as shall be applicable, shall receive the Non-409A Top Management Retirement Benefit as described below:

- (a) Surviving Spouse. If the Participant was married at the time of death, the Surviving Spouse may elect (i) a single life annuity for the Surviving Spouse's life which is 100% of the Actuarial Equivalent of the Participant's Non-409A Top Management Retirement Benefit, payable as of the first day of the month following the date the Participant would have attained age 55, or (ii) a lump sum which is the Actuarial Equivalent of the Participant's Non-409A Top Management Retirement Benefit payable to the Surviving Spouse as of the first day of the month following the date of the Participant's death. If the Surviving Spouse dies after the Participant but before the Non-409A Top Management Retirement Benefit is paid or commenced to be paid to the Surviving Spouse, the Actuarial Equivalent shall be paid in a lump sum to the legal representative of such deceased Surviving Spouse; or if there shall be no such legal representative duly appointed and qualified within six months of the date of death of such deceased Surviving Spouse, then to such person as, at the date of the Surviving Spouse's death, would be entitled to share in the distribution of such deceased Surviving Spouse's personal estate under the provisions of the statute governing the descent of intestate property then in force and effect in the state of the deceased Surviving Spouse's residence.
- (b) Other Beneficiary. If the Participant dies before his Non-409A Top Management Retirement Benefit becomes payable and (1) the Participant was not married at the date of death or (2) the Participant is married but his spouse has consented to the Beneficiary designation as provided under Section 1.3, a lump sum amount equal to the Actuarial Equivalent of the Participant's Non-409A Top Management Retirement Benefit shall be paid to the Participant's designated Beneficiary as of the first day of the month following the date of the Participant's death.

4.2 Survivor Benefits for the 409A Top Management Retirement Benefit. If a Vested Participant dies before his 409A Top Management Retirement Benefit has commenced to be paid to him, the Surviving Spouse or Beneficiary, as shall be applicable, shall receive the 409A Top Management Retirement Benefit as described below:

- (a) Surviving Spouse. If the Participant was married at the time of death, the Surviving Spouse shall receive a lump sum which is the Actuarial Equivalent of the Participant's 409A Top Management Retirement Benefit payable to the Surviving Spouse on or as soon as administratively feasible following the first day of the month following the date of the Participant's death, but no later than 60 days after such date. If the Surviving Spouse dies after the Participant but before the lump sum is paid to the Surviving Spouse, the lump sum shall be paid to the legal representative of such deceased Surviving Spouse on or as soon as administratively feasible following the first day of the month following the date of the Participant's death, but no later than 60 days after such date; or if there shall be no such legal representative duly appointed and qualified at such time, then to such person as, at the date of the Surviving Spouse's death, would be entitled to share in the distribution of such deceased Surviving Spouse's personal estate under the provisions of the statute governing the descent of intestate property then in force and effect in the state of the deceased Surviving Spouse's residence.

- (b) Other Beneficiary. If the Participant dies before his 409A Top Management Retirement Benefit becomes payable and (1) the Participant was not married at the date of death or (2) the Participant is married but his spouse has consented to the Beneficiary designation as provided under Section 1.3, a lump sum amount equal to the Actuarial Equivalent of the Participant's 409A Top Management Retirement Benefit shall be paid to the Participant's designated Beneficiary on or as soon as administratively feasible following the first day of the month following the date of the Participant's death, but no later than 60 days after such date.

**ARTICLE V
ADMINISTRATION OF THE PLAN**

5.1 Administration by the Company. The Company, acting under the supervision of the Compensation Committee, shall be responsible for the general operation and administration of the Plan and for carrying out the provisions thereof.

5.2 General Powers of Administration. All provisions set forth in the SPX Qualified Plan with respect to the administrative powers and duties of the Company, expenses of administration, and procedures for filing claims shall also be applicable with respect to the Plan. The Company shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports furnished by any actuary, accountant, controller, counsel or other person employed or engaged by the Company with respect to the Plan.

5.3 3409A Compliance. To the extent any provision of the Plan or action by the Committee or Company would subject any Participant to liability for interest or additional taxes under Code Section 409A, or make Non-409A Top Management Retirement Benefits subject to Code Section 409A, it will be deemed null and void, to the extent permitted by law and deemed advisable by the Committee. It is intended that the Plan will comply with Code Section 409A, and that the Non-409A Top Management Retirement Benefits be exempt from Code Section 409A coverage, and the Plan shall be interpreted and construed on a basis consistent with such intent. The Plan may be amended in any respect deemed necessary (including retroactively) by the Committee in order to preserve compliance with Code Section 409A and to maintain Code Section 409A exemption for the Non-409A Top Management Retirement Benefits. For purposes of this Plan with respect to 409A Top Management Retirement Benefits, a "termination of employment", "termination", "retirement" or "separation from service" (or other similar term having a similar import) under this Plan shall have the same meaning as a "separation from service" as defined in Code Section 409A. The preceding shall not be construed as a guarantee of any particular tax effect for Plan benefits.

**ARTICLE VI
AMENDMENT OR TERMINATION**

6.1 Amendment or Termination. The Company reserves the right, subject to Article VIII, to amend or terminate the Plan at any time. Any such amendment or termination shall be made pursuant to a resolution of the Compensation Committee and shall be effective as of the date of such resolution or as specified therein.

6.2 Effect of Amendment or Termination. No amendment or termination of the Plan shall directly or indirectly deprive any current or former Participant, Surviving Spouse, or Beneficiary of all or any portion of any Top Management Retirement Benefit or amount due to such persons, the payment of which has commenced prior to the effective date of such amendment or termination, or which is Vested at the time of such amendment or termination of the Plan. The Compensation Committee may remove an Employee from participation as provided in Section 2.2 and Section 2.3.

**ARTICLE VII
GENERAL PROVISIONS**

7.1 Funding. The Plan is intended to constitute and at all times shall be interpreted and administered so as to qualify as an unfunded deferred compensation plan for a select group of management and highly compensated employees under ERISA. The Plan at all times shall be entirely unfunded within the meaning of ERISA and the Code and the Company shall not be required at any time to segregate any assets of the Company for payment of any benefits hereunder. No Participant, Surviving Spouse, Beneficiary, or any other person shall have any interest in any particular assets of the Company by reason of the right to receive a benefit under the Plan and any such Participant, Surviving Spouse, Beneficiary, or other person shall have only the rights of a general unsecured creditor of the Company with respect to any rights under the Plan.

7.2 General Conditions. Any SPX Qualified Plan Benefit shall be paid solely in accordance with the terms and conditions of the SPX Qualified Plan and nothing in this Plan shall operate or be construed in any way to modify, amend or affect the terms and provisions of the SPX Qualified Plan. Any Other Nonqualified Pension Plan shall be paid solely in accordance with the terms and conditions of such Other Nonqualified Pension Plan and nothing in this Plan shall operate or be construed in any way to modify, amend or affect the terms and provisions of any Other Nonqualified Pension Plan.

7.3 No Guaranty of Benefits. Nothing contained in the Plan (or any Plan communication) shall constitute a guaranty by the Company or any other entity or person that the assets of the Company will be sufficient to pay any benefit hereunder.

7.4 No Enlargement of Employee Rights. No Participant, Surviving Spouse, or Beneficiary shall have any right to a benefit under the Plan except in accordance with the terms of the Plan. Establishment of the Plan shall not be construed to give any Participant the right to be retained in the service of the Company, nor to create or confer on any Participant the right to receive future benefit accruals hereunder with respect to any future period of service with the Company. Nothing in the Plan shall interfere in any way with the right of the Company to terminate a Participant's service at any time with or without cause or notice and whether or not such termination results in any adverse effect on the individual's interests under the Plan.

7.5 Spendthrift Provision. No interest of any person or entity in, or right to receive a benefit under, the Plan shall be subject in any manner to sale, transfer, assignment, pledge, attachment, garnishment, or other alienation or encumbrance of any kind; nor may such interest or right to receive a benefit be taken, either voluntarily or involuntarily, for the satisfaction of the debts of, or other obligations or claims against, such person or entity, including claims for alimony, support, separate maintenance and claims in bankruptcy proceedings.

7.6 Applicable Law. The Plan (including, without limitation, any rules, regulations, determinations or decisions made by the Compensation Committee or Company relating to the Plan) shall be construed and administered exclusively in accordance with applicable federal laws and the laws of the State of Delaware, without regard to its conflict of laws principles.

7.7 Automatic Cashout. Notwithstanding anything in the Plan to the contrary, if at the time of benefit commencement, the lump sum amount which is the Actuarial Equivalent of a Participant's Top Management Retirement Benefit is less than \$100,000, the Company shall pay such lump sum amount to the Participant, Surviving Spouse or Beneficiary in a single lump sum in lieu of any further benefit payments hereunder. Subject to any six-month delay in payment (or portion of payment) required by Code Section 409A, such payment (or applicable portion) shall be made on or as soon as administratively practicable after the benefit commencement date (or the date required by Code Section 409A's six-month delay rule), but not later than 60 days after such date.

7.8 Incapacity of Recipient. If any person entitled to a benefit payment under the Plan is deemed by the Company 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 Company 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 deemed to be a payment for the account of such person and a complete discharge of any liability of the Company and the Plan therefor.

7.9 Corporate Successor. The Plan shall not be automatically terminated by a transfer or sale of assets of the Company or by the reorganization, merger or consolidation of the Company into or with any other corporation or other entity, but the Plan shall be continued after such transfer, sale, reorganization, merger or consolidation only if and to the extent that the transferee, purchaser or successor entity agrees to continue the Plan, except as set forth in Article VIII. In the event that the Plan is not continued by the transferee, purchaser or successor entity, then the Plan shall terminate subject to the provisions of Section 6.2. For avoidance of doubt, SPX FLOW, Inc. shall not be deemed a successor of the Company for purposes of the Plan.

7.10 Unclaimed Benefit. Each Participant shall keep the Company informed of his current address and the current address of his spouse and/or Beneficiary. The Company shall not be obligated to search for the whereabouts of any person. If the location of a Participant is not made known to the Company within three (3) years after the date on which payment of the Participant's Top Management Retirement Benefit may first be made, payment may be made as though the Participant had died at the end of the three-year period. If, within one additional year after such three-year period has elapsed, or, within three years after the actual death of a Participant, the Company is unable to locate any Surviving Spouse or Beneficiary of the Participant, then the Company shall have no further obligation to pay any benefit hereunder to such Participant, Surviving Spouse, Beneficiary or any other person and such benefit shall be irrevocably forfeited.

7.11 Limitations on Liability. Notwithstanding any of the preceding provisions of the Plan, neither the Company nor any individual acting as an employee or agent of the Company shall be liable to any Participant, former Participant, Surviving Spouse, Beneficiary or any other person for any claim, loss, liability or expense incurred in connection with the Plan.

7.12 Duties of Participants, Beneficiaries, and Surviving Spouses. A Participant, Surviving Spouse or Beneficiary shall, as a condition of receiving benefits under this Plan, be obligated to provide the Compensation Committee with such information as the Compensation Committee shall require in order to calculate benefits under this Plan or otherwise administer the Plan.

7.13 Taxes and Withholding. As a condition to any payment or distribution pursuant to the Plan, the Company may require a Participant (or as applicable, the Surviving Spouse or Beneficiary) to pay such sum to the Company as may be necessary to discharge its obligations with respect to any taxes, assessments or other governmental charges imposed on property or income received by the Participant (or as applicable, the Surviving Spouse or Beneficiary) thereunder. The Company may deduct or withhold such sum from any payment or distribution to the Participant (or as applicable, the Surviving Spouse or Beneficiary).

7.14 Treatment for other Compensation Purposes. Payments received by a Participant (or as applicable, the Surviving Spouse or Beneficiary) under the Plan shall not be deemed part of a Participant's regular, recurring compensation for purposes of any termination, indemnity or severance pay laws and shall not be included in, nor have any effect on, the determination of benefits under any other employee benefit plan, contract or similar arrangement provided by the Company, unless expressly so provided by such other plan, contract or arrangement.

ARTICLE VIII CHANGE-OF-CONTROL

8.1 Benefit Rights Upon Change-of-Control.

- (a) Notwithstanding any other provision of the Plan to the contrary, in the event of a Change-of-Control, all Participants shall immediately become Vested in their accrued benefits under this Plan, and the Company or any successor shall be prohibited from amending or terminating the Plan in any manner so as to deprive, directly or indirectly, any current or former Participant, Surviving Spouse, or Beneficiary of all or any portion of any Top Management Retirement Benefit which has commenced prior to the effective date of such amendment or termination, or which would be payable if the Participant's employment terminated for any reason, including death, on such effective date. Following a Change-of-Control or 409A Change-of-Control, no action shall be taken under the Plan that will cause any Non-409A Top Management Retirement Benefit to be subject to Code Section 409A coverage, or cause any 409A Top Management Retirement Benefit to fail to comply in any respect with Code Section 409A, in either case without the written consent of the Participant, Surviving Spouse, or Beneficiary (as applicable).

- (b) (i) Each Participant whose employment terminates following a Change-of-Control, or (ii) in the event that the Plan is terminated following a Change-of-Control, each current or former Participant, Surviving Spouse, or Beneficiary, shall be paid immediately a lump sum amount with respect to the Non-409A Top Management Retirement Benefit (and with respect to the 409A Top Management Retirement Benefit if such employment terminates within two years following a 409A Change-of-Control or if such Plan (together with any other deferred compensation arrangements as required by Code Section 409A) terminates). This amount shall be the Actuarial Equivalent of any Non-409A Top Management Retirement Benefit (and with respect to the 409A Top Management Retirement Benefit if applicable), the payment of which has commenced prior to the effective date of any such termination, or which would be payable upon any termination of employment or which would be payable if the Participant's employment terminated on the effective date of any Plan termination.

8.2 Definition of Change-of-Control and 409A Change-of-Control. For purposes of this Plan, a "Change-of-Control" shall have the same meaning as set forth in the Company's Executive Bonus Plan (as amended from time to time). For purposes of this Plan, a "409A Change-of-Control" shall have the same meaning as set forth in the SPX Supplemental Individual Account Retirement Plan (as amended from time to time).

8.3 [Reserved.]

ARTICLE IX SPECIAL PROVISIONS

The Company may determine to provide special benefits for any Participant as set forth in separate documents which may be appended hereto. To the extent that the Company has so determined, the Participant shall be entitled to the benefits provided in such documents, and to the extent that there is any inconsistency between this Plan and such document, and subject to Section 5.3 and Section 2.4, such other document will govern.

[Appendices Follow]

Appendix A

**Special Provisions for Peter M. Turner, Donald H. Johnson and
A. David Joseph (Group "A" Participants)**

The retirement benefits accrued by Group A Participants under the Plan shall be governed and calculated in accordance with Plan provisions, except that:

- (a) 1994 Benefit Amount. Without regard to the formula set forth in Section 3.1(a), the early retirement benefit payable under Article HI of the Plan during the 1994 calendar year shall be:
 - (i) The Group A Participant's total monthly salary, excluding bonuses, fringe benefits and other special compensation, in the month prior to his Early Retirement Date, less
 - (ii) the Group A Participant's SPX Qualified Plan Benefit and any benefit from such Group A Participant's former employer's tax qualified defined benefit plan (if any),

all determined as of the Participant's Early Retirement Date.

- (b) Benefit Amount for Years After 1994. The early retirement benefit payable to Group A Participants under the Plan for years after 1994 shall be calculated in accordance with the formula contained in Section 3.1(a) and all other Plan provisions, using the definition of Final Average Pay contained in Section 1.11 of the Plan, or, if greater:
 - (i) the amount of the Group A Participant's 1993 compensation divided by 12, using the definition of compensation contained in the second to the last paragraph of Section 2.1(k) of the SPX Qualified Plan; or
 - (ii) the amount of the Group A Participant's 1994 compensation divided by 12, using the definition of compensation contained in the second to last paragraph of Section 2.1(k) of the SPX Qualified Plan.

Appendix B

Special Provisions for Budd Werner and Curt Atkisson (“Group B Participants”)

The retirement benefits accrued by Group B Participants under the Plan shall be governed and calculated in accordance with Plan provisions, except that:

- (a) Continuous Service. For purposes of calculating Continuous Service for each Group B Participant under Section 1.8 of the Plan, one additional year of service will be added to such Participant’s Continuous Service.
- (b) Final Average Pay. For purposes of calculating Final Average Pay for each Group B Participant under Section 1.11 of the Plan, the average monthly pay of the Group B Participant for the highest two out of the last five calendar years of Company employment shall be used in such determination instead of such pay for the highest three out of the last ten calendar years of Company employment.

Appendix C

Special Provisions for Dale Johnson

The retirement benefit accrued by Dale Johnson under the Plan shall be governed and calculated in accordance with Plan provisions, except that pursuant to the provisions of Section 3.2(aX2) of the Plan, the Compensation Committee shall waive any early retirement payment reductions otherwise applicable with respect to benefits payable to him under the Plan on or after the date that Mr. Johnson reaches age 60. Any benefit payable under the Plan to Mr. Johnson prior to the date that he reaches age 60 shall be reduced in accordance with the provisions of Section 3.2 (a).

Appendix D

Special Provisions for David Reynolds

David Reynolds shall receive benefits in accordance with Plan provisions, except that:

- (a) Bridee Benefit. A monthly bridge benefit shall be paid in the amount of \$5,834.00 from July 1, 1995 through December 31, 2000, or such shorter period as Mr. Reynolds may live. In the event of his death prior to December 31, 2000, his Surviving Spouse, if any, shall receive the Plan's Surviving Spouse pension.
- (b) Early Retirement Date. On September 1, 2001 (age 62), Mr. Reynolds may commence to receive his unreduced benefit from this Plan, as if he had retired from active employment with the Company at that date. Mr. Reynolds may elect to have benefits begin as early as January 1, 2001, subject to the Plan's usual reductions for benefit commencement prior to age 62.

Appendix E

Special Provisions for John Tyson

The retirement benefit accrued by John Tyson under the Plan upon his retirement on December 31, 1997 shall be a lifetime annuity of \$100,000 per year, less his SPX Qualified Plan Benefit and any adjustment required for the selection of any optional form of benefit.

Appendix F

Special Provisions for Fred Florjancic

Fred Florjancic will be treated as though he were a participant in the SPX Qualified Plan for purposes of determining the eligibility for benefits and the amount of benefits under this Plan.

Appendix G

Special Provisions for Jay Caraviello and William Griffiths

Jay Caraviello and William Griffiths will be treated as though they were participants in this Plan beginning as of February 27, 2003, the date they were named officers of the Company (*i.e.* Continuous Service shall commence as of such date) for purposes of determining the amount of benefits payable to them under this Plan.

Appendix H

Special Provisions for Ross Bricker

Ross Bricker will be treated as though he were a participant in the SPX Qualified Plan for purposes of determining the eligibility for benefits and the amount of benefits under this Plan.

Appendix I

Special Provisions for Don L. Canterna and David A. Kowalski

Don L. Canterna and David A. Kowalski will be treated as though they were participants in this Plan beginning on August 24, 2005, the date they were named officers of the Company (*i.e.*, Continuous Service shall commence as of such date) for purposes of determining the amount of benefits payable to them under this Plan.

Appendix J

Special Provisions for Kevin Lilly

Kevin Lilly will be treated (i) as though he were a participant in this Plan beginning on January 1, 2006, the date he was named an officer of the Company (*i.e.*, Continuous Service shall commence as of such date) for purposes of determining the amount of benefits payable to him under this Plan and (ii) as though he were a participant in the SPX Qualified Plan for purposes of determining the eligibility for benefits and the amount of benefits under the Plan.

Appendix K

Special Provisions for Sharon K. Jenkins

Sharon K. Jenkins will be treated (i) as though she were a participant in this Plan beginning on October 2, 2006, the date she was named an officer of the Company (*i.e.*, Continuous Service shall commence as of such date) for purposes of determining the amount of benefits payable to her under this Plan and (ii) as though she were a participant in the SPX Qualified Plan for purposes of determining the eligibility for benefits and the amount of benefits under the Plan.

Appendix L

Special Provisions for James A. Peters

James A. Peters will be treated as though he were a participant in this Plan beginning on December 13, 2006, the date he was named an officer of the Company (*i.e.*, Continuous Service shall commence as of such date) for purposes of determining the amount of benefits payable to him under this Plan.

Appendix M

Special Provisions for Leslie S. Powell

Leslie S. Powell will be treated (i) as though he were a participant in this Plan beginning on January 31, 2008, the date he was named an officer of the Company (*i.e.*, Continuous Service shall commence as of such date) for purposes of determining the amount of benefits payable to him under this Plan and (ii) as though he were a participant in the SPX Qualified Plan for purposes of determining the eligibility for benefits and the amount of benefits under the Plan.

Appendix N

Special Provisions for Jeremy W. Smeltser and J. Michael Whitted

Jeremy W. Smeltser and J. Michael Whitted will be treated (i) as though they were participants in this Plan beginning on April 22, 2009, the date they were named officers of the Company (*i.e.*, Continuous Service shall commence as of such date) for purposes of determining the amount of benefits payable to them under this Plan, (ii) as though their Continuous Service commenced as of April 22, 2009 for purposes of determining whether they are Vested under this Plan, and (iii) as though they were participants in the SPX Qualified Plan for purposes of determining the amount of benefits under the Plan.

Appendix O

Special Provisions for Drew T. Ladau

If Drew T. Ladau is an Employee of the Company on January 1, 2010, he will become a participant in this Plan effective as of January 1, 2010, and he will be treated effective as of January 1, 2010 as though his Continuous Service commenced on April 22, 2009, the date he was named an officer of the Company, for purposes of determining the amount of benefits payable to him under this Plan and for purposes of determining whether he is Vested under this Plan.

TABLE A

Table A
Factors to Convert a 100% Joint and Survivor Annuity to a Life Annuity

Supplemental Retirement Plan for Top Management

Equivalent Benefit Payable Under Single Life Annuity Option for Each \$1.00 Otherwise Payable

EMPLOYEE'S AGE	BENEFICIARY'S AGE									
	20	21	22	23	24	25	26	27	28	29
20	1.0486	1.0469	1.0451	1.0434	1.0417	1.0400	1.0383	1.0367	1.0351	1.0336
21	1.0524	1.0506	1.0487	1.0469	1.0451	1.0433	1.0415	1.0398	1.0381	1.0364
22	1.0565	1.0546	1.0526	1.0507	1.0487	1.0468	1.0450	1.0431	1.0413	1.0395
23	1.0609	1.0589	1.0568	1.0547	1.0527	1.0507	1.0487	1.0467	1.0448	1.0429
24	1.0656	1.0635	1.0613	1.0591	1.0570	1.0548	1.0527	1.0506	1.0486	1.0465
25	1.0707	1.0684	1.0661	1.0639	1.0616	1.0593	1.0571	1.0549	1.0527	1.0505
26	1.0761	1.0737	1.0713	1.0689	1.0665	1.0642	1.0618	1.0594	1.0571	1.0548
27	1.0819	1.0794	1.0769	1.0744	1.0719	1.0694	1.0668	1.0644	1.0619	1.0594
28	1.0880	1.0855	1.0828	1.0802	1.0776	1.0749	1.0723	1.0697	1.0670	1.0644
29	1.0946	1.0919	1.0892	1.0865	1.0837	1.0809	1.0782	1.0754	1.0726	1.0699
30	1.1017	1.0989	1.0960	1.0932	1.0903	1.0874	1.0845	1.0816	1.0786	1.0757
31	1.1092	1.1063	1.1033	1.1003	1.0973	1.0943	1.0912	1.0882	1.0851	1.0820
32	1.1172	1.1142	1.1111	1.1080	1.1049	1.1017	1.0985	1.0953	1.0921	1.0888
33	1.1257	1.1226	1.1194	1.1162	1.1129	1.1096	1.1063	1.1029	1.0995	1.0961
34	1.1347	1.1315	1.1283	1.1249	1.1215	1.1181	1.1146	1.1111	1.1076	1.1040
35	1.1444	1.1411	1.1377	1.1342	1.1307	1.1272	1.1235	1.1199	1.1162	1.1125
36	1.1547	1.1513	1.1478	1.1442	1.1406	1.1369	1.1331	1.1293	1.1254	1.1215
37	1.1656	1.1621	1.1585	1.1548	1.1510	1.1472	1.1433	1.1393	1.1353	1.1312
38	1.1773	1.1737	1.1699	1.1661	1.1622	1.1583	1.1542	1.1501	1.1459	1.1417
39	1.1897	1.1860	1.1821	1.1782	1.1742	1.1701	1.1659	1.1616	1.1572	1.1528
40	1.2029	1.1991	1.1951	1.1911	1.1869	1.1827	1.1783	1.1739	1.1694	1.1648
41	1.2170	1.2130	1.2090	1.2048	1.2005	1.1961	1.1916	1.1871	1.1824	1.1776
42	1.2320	1.2279	1.2237	1.2194	1.2150	1.2105	1.2059	1.2011	1.1963	1.1913
43	1.2478	1.2437	1.2394	1.2350	1.2304	1.2257	1.2210	1.2161	1.2110	1.2059
44	1.2647	1.2604	1.2560	1.2514	1.2467	1.2419	1.2370	1.2319	1.2267	1.2214
45	1.2825	1.2781	1.2735	1.2689	1.2640	1.2591	1.2540	1.2488	1.2434	1.2379
46	1.3012	1.2967	1.2921	1.2873	1.2823	1.2772	1.2720	1.2666	1.2611	1.2554
47	1.3211	1.3165	1.3117	1.3067	1.3016	1.2964	1.2910	1.2854	1.2797	1.2739
48	1.3420	1.3373	1.3324	1.3273	1.3221	1.3167	1.3111	1.3054	1.2995	1.2934
49	1.3641	1.3593	1.3542	1.3490	1.3436	1.3381	1.3324	1.3265	1.3204	1.3141
50	1.3875	1.3825	1.3773	1.3720	1.3664	1.3607	1.3548	1.3488	1.3425	1.3360
51	1.4122	1.4070	1.4017	1.3962	1.3905	1.3847	1.3786	1.3724	1.3659	1.3593
52	1.4383	1.4330	1.4276	1.4219	1.4161	1.4100	1.4038	1.3974	1.3907	1.3838
53	1.4659	1.4605	1.4549	1.4491	1.4431	1.4369	1.4305	1.4239	1.4170	1.4099
54	1.4953	1.4897	1.4840	1.4780	1.4718	1.4654	1.4588	1.4520	1.4450	1.4377
55	1.5264	1.5207	1.5148	1.5087	1.5023	1.4958	1.4890	1.4819	1.4747	1.4672
56	1.5596	1.5538	1.5477	1.5414	1.5349	1.5281	1.5211	1.5138	1.5063	1.4986
57	1.5950	1.5890	1.5828	1.5763	1.5695	1.5626	1.5554	1.5479	1.5402	1.5322
58	1.6329	1.6267	1.6203	1.6136	1.6067	1.5995	1.5920	1.5843	1.5764	1.5681
59	1.6735	1.6671	1.6605	1.6536	1.6464	1.6390	1.6314	1.6234	1.6152	1.6067
60	1.7171	1.7105	1.7036	1.6965	1.6892	1.6815	1.6736	1.6654	1.6569	1.6481
61	1.7639	1.7571	1.7501	1.7427	1.7351	1.7273	1.7191	1.7106	1.7018	1.6927
62	1.8144	1.8073	1.8001	1.7925	1.7846	1.7765	1.7680	1.7593	1.7502	1.7407
63	1.8687	1.8614	1.8539	1.8461	1.8379	1.8295	1.8208	1.8117	1.8023	1.7925
64	1.9271	1.9196	1.9118	1.9037	1.8953	1.8866	1.8775	1.8681	1.8584	1.8482
65	1.9900	1.9822	1.9741	1.9657	1.9570	1.9480	1.9386	1.9288	1.9187	1.9082
66	2.0574	2.0493	2.0409	2.0322	2.0232	2.0138	2.0040	1.9939	1.9834	1.9725
67	2.1294	2.1210	2.1123	2.1033	2.0939	2.0841	2.0740	2.0635	2.0525	2.0412
68	2.2066	2.1979	2.1888	2.1794	2.1697	2.1595	2.1490	2.1381	2.1267	2.1149
69	2.2900	2.2809	2.2715	2.2617	2.2516	2.2410	2.2301	2.2187	2.2068	2.1946
70	2.3806	2.3711	2.3613	2.3511	2.3406	2.3296	2.3181	2.3062	2.2939	2.2811

EMPLOYEE'S AGE	BENEFICIARY'S AGE									
	30	31	32	33	34	35	36	37	38	39
20	1.0321	1.0306	1.0292	1.0278	1.0264	1.0251	1.0238	1.0226	1.0214	1.0203
21	1.0348	1.0332	1.0317	1.0302	1.0287	1.0273	1.0259	1.0246	1.0233	1.0221
22	1.0378	1.0361	1.0344	1.0328	1.0312	1.0297	1.0282	1.0267	1.0254	1.0240
23	1.0410	1.0392	1.0374	1.0356	1.0339	1.0323	1.0307	1.0291	1.0276	1.0262
24	1.0445	1.0426	1.0406	1.0388	1.0369	1.0351	1.0334	1.0317	1.0301	1.0285
25	1.0483	1.0462	1.0442	1.0422	1.0402	1.0383	1.0364	1.0346	1.0328	1.0311
26	1.0525	1.0502	1.0480	1.0459	1.0438	1.0417	1.0397	1.0377	1.0358	1.0340
27	1.0570	1.0546	1.0522	1.0499	1.0476	1.0454	1.0433	1.0411	1.0391	1.0371
28	1.0619	1.0593	1.0568	1.0543	1.0519	1.0495	1.0472	1.0449	1.0427	1.0405
29	1.0671	1.0644	1.0617	1.0591	1.0565	1.0539	1.0514	1.0490	1.0466	1.0443
30	1.0728	1.0700	1.0671	1.0643	1.0615	1.0588	1.0561	1.0534	1.0509	1.0484
31	1.0790	1.0759	1.0729	1.0699	1.0669	1.0640	1.0611	1.0583	1.0556	1.0528
32	1.0856	1.0824	1.0792	1.0760	1.0728	1.0697	1.0667	1.0636	1.0607	1.0578
33	1.0927	1.0893	1.0860	1.0826	1.0792	1.0759	1.0726	1.0694	1.0662	1.0631
34	1.1004	1.0969	1.0933	1.0897	1.0862	1.0826	1.0791	1.0757	1.0723	1.0689
35	1.1087	1.1049	1.1012	1.0974	1.0936	1.0899	1.0862	1.0825	1.0789	1.0753
36	1.1176	1.1136	1.1097	1.1057	1.1017	1.0978	1.0938	1.0899	1.0860	1.0822
37	1.1271	1.1230	1.1188	1.1146	1.1104	1.1063	1.1021	1.0979	1.0938	1.0897
38	1.1374	1.1330	1.1287	1.1243	1.1199	1.1154	1.1110	1.1066	1.1023	1.0979
39	1.1484	1.1438	1.1392	1.1346	1.1300	1.1253	1.1207	1.1160	1.1114	1.1068
40	1.1601	1.1554	1.1506	1.1458	1.1409	1.1360	1.1311	1.1262	1.1213	1.1164
41	1.1728	1.1678	1.1628	1.1578	1.1527	1.1475	1.1424	1.1372	1.1320	1.1268
42	1.1863	1.1811	1.1759	1.1707	1.1653	1.1599	1.1545	1.1490	1.1436	1.1381
43	1.2007	1.1953	1.1899	1.1844	1.17	1.1732	1.1675	1.1618	1.1560	1.1502
44	1.2160	1.2105	1.2048	1.1991	1.1933	1.1874	1.1814	1.1754	1.1693	1.1632
45	1.2323	1.2265	1.2207	1.2147	1.2086	1.2025	1.1962	1.1899	1.1836	1.1772
46	1.2496	1.2436	1.2375	1.2313	1.2250	1.2186	1.2121	1.2054	1.1988	1.1920
47	1.2678	1.2617	1.2554	1.2489	1.2424	1.2357	1.2289	1.2220	1.2150	1.2079
48	1.2872	1.2808	1.2743	1.2676	1.2608	1.2538	1.2467	1.2395	1.2322	1.2248
49	1.3077	1.3011	1.2944	1.2874	1.2803	1.2731	1.2657	1.2582	1.2506	1.2428
50	1.3294	1.3226	1.3156	1.3084	1.3011	1.2936	1.2859	1.2781	1.2701	1.2620
51	1.3524	1.3454	1.3381	1.3307	1.3231	1.3153	1.3073	1.2992	1.2909	1.2824
52	1.3768	1.3695	1.3620	1.3543	1.3465	1.3384	1.3301	1.3216	1.3130	1.3042
53	1.4027	1.3951	1.3874	1.3795	1.3713	1.3629	1.3543	1.3455	1.3365	1.3274
54	1.4301	1.4224	1.4144	1.4062	1.3977	1.3890	1.3801	1.3710	1.3617	1.3521
55	1.4594	1.4514	1.4431	1.4346	1.4259	1.4169	1.4077	1.3982	1.3885	1.3785
56	1.4906	1.4823	1.4738	1.4650	1.4560	1.4466	1.4371	1.4272	1.4172	1.4068
57	1.5239	1.5154	1.5066	1.4975	1.4881	1.4785	1.4685	1.4583	1.4479	1.4371
58	1.5596	1.5508	1.5417	1.5323	1.5226	1.5126	1.5023	1.4917	1.4808	1.4697
59	1.5979	1.5887	1.5793	1.5696	1.5596	1.5492	1.5385	1.5276	1.5163	1.5047
60	1.6390	1.6296	1.6198	1.6098	1.5994	1.5886	1.5776	1.5662	1.5544	1.5424
61	1.6833	1.6735	1.6634	1.6530	1.6422	1.6311	1.6196	1.6078	1.5956	1.5830
62	1.7310	1.7209	1.7104	1.6996	1.6884	1.6769	1.6650	1.6527	1.6400	1.6270
63	1.7824	1.7719	1.7611	1.7499	1.7383	1.7263	1.7139	1.7011	1.6879	1.6743
64	1.8378	1.8269	1.8156	1.8040	1.7919	1.7795	1.7666	1.7533	1.7396	1.7255
65	1.8973	1.8860	1.8743	1.8622	1.8497	1.8368	1.8234	1.8095	1.7952	1.7805
66	1.9612	1.9495	1.9373	1.9247	1.9117	1.8982	1.8843	1.8699	1.8550	1.8396
67	2.0295	2.0173	2.0046	1.9915	1.9780	1.9640	1.9494	1.9344	1.9189	1.9029
68	2.1027	2.0900	2.0768	2.0632	2.0491	2.0345	2.0193	2.0037	1.9875	1.9708
69	2.1818	2.1686	2.1549	2.1407	2.1260	2.1107	2.0949	2.0786	2.0617	2.0442
70	2.2678	2.2540	2.2397	2.2249	2.2095	2.1936	2.1771	2.1600	2.1423	2.1241

EMPLOYEE'S**BENEFICIARY'S AGE**

AGE	40	41	42	43	44	45	46	47	48	49
20	1.0192	1.0182	1.0172	1.0162	1.0153	1.0144	1.0136	1.0128	1.0120	1.0113
21	1.0209	1.0198	1.0187	1.0176	1.0166	1.0156	1.0147	1.0139	1.0130	1.0122
22	1.0227	1.0215	1.0203	1.0192	1.0181	1.0170	1.0160	1.0151	1.0141	1.0133
23	1.0248	1.0234	1.0221	1.0209	1.0197	1.0185	1.0174	1.0164	1.0154	1.0144
24	1.0270	1.0255	1.0241	1.0228	1.0215	1.0202	1.0190	1.0179	1.0168	1.0157
25	1.0295	1.0279	1.0263	1.0249	1.0234	1.0221	1.0208	1.0195	1.0183	1.0172
26	1.0322	1.0304	1.02	1.0272	1.0256	1.0241	1.0227	1.0213	1.0200	1.0188
27	1.0351	1.0333	1.0315	1.0297	1.0280	1.0264	1.0248	1.0233	1.0219	1.0206
28	1.0384	1.0364	1.0344	1.0325	1.0307	1.0289	1.0272	1.0256	1.0240	1.0225
29	1.0420	1.0398	1.0377	1.0356	1.0336	1.0317	1.0298	1.0280	1.0263	1.0247
30	1.0459	1.0435	1.0412	1.0390	1.0368	1.0347	1.0327	1.0308	1.0289	1.0271
31	1.0502	1.0476	1.0451	1.0427	1.0404	1.0381	1.0359	1.0338	1.0318	1.0298
32	1.0549	1.0521	1.0494	1.0468	1.0443	1.0418	1.0394	1.0371	1.0349	1.0328
33	1.0600	1.0571	1.0541	1.0513	1.0486	1.0459	1.0433	1.0408	1.0384	1.0361
34	1.0657	1.0624	1.0593	1.0562	1.0533	1.0504	1.0476	1.0448	1.0422	1.0397
35	1.0718	1.0683	1.0649	1.0616	1.0584	1.0553	1.0523	1.0493	1.0465	1.0437
36	1.0785	1.0748	1.0711	1.0676	1.0641	1.0607	1.0574	1.0542	1.0511	1.0481
37	1.0857	1.0818	1.0779	1.0740	1.0703	1.0666	1.0631	1.0596	1.0563	1.0530
38	1.0936	1.0894	1.0852	1.0811	1.0771	1.0731	1.0693	1.0655	1.0619	1.0584
39	1.1022	1.0977	1.0932	1.0888	1.0845	1.0803	1.0761	1.0721	1.0681	1.0643
40	1.1115	1.1067	1.1019	1.0972	1.0926	1.0880	1.0836	1.0792	1.0750	1.0708
41	1.1217	1.1165	1.1114	1.1064	1.1014	1.0966	1.0918	1.0871	1.0825	1.0780
42	1.1326	1.1272	1.1218	1.1164	1.1111	1.1058	1.1007	1.0956	1.0907	1.0858
43	1.1444	1.1386	1.1329	1.1272	1.1215	1.1159	1.1104	1.1050	1.0996	1.0944
44	1.1571	1.1510	1.1449	1.1388	1.1328	1.1268	1.1209	1.1151	1.1093	1.1037
45	1.1707	1.1642	1.1578	1.1513	1.1449	1.1385	1.1322	1.1260	1.1198	1.1138
46	1.1852	1.1784	1.1716	1.1648	1.1580	1.1512	1.1444	1.1378	1.1312	1.1247
47	1.2008	1.1936	1.1864	1.1792	1.1719	1.1647	1.1576	1.1505	1.1434	1.1365
48	1.2173	1.2098	1.2022	1.1946	1.1869	1.1793	1.1717	1.1641	1.1566	1.1492
49	1.2350	1.2271	1.2191	1.2110	1.2030	1.1949	1.1868	1.1788	1.1708	1.1628
50	1.2538	1.2455	1.2371	1.2286	1.2201	1.2116	1.2030	1.1945	1.1860	1.1775
51	1.2739	1.2651	1.2563	1.2474	1.2385	1.2295	1.2204	1.2114	1.2023	1.1933
52	1.2952	1.2861	1.2769	1.2676	1.2581	1.2486	1.2391	1.2295	1.2199	1.2104
53	1.3180	1.3085	1.2989	1.2891	1.2792	1.2692	1.2591	1.2490	1.2389	1.2287
54	1.3424	1.3324	1.3223	1.3121	1.3017	1.2912	1.2806	1.2699	1.2592	1.2485
55	1.3684	1.3580	1.3475	1.3368	1.3259	1.3148	1.3037	1.2925	1.2811	1.2698
56	1.3963	1.3855	1.3744	1.3632	1.3518	1.3403	1.3285	1.3167	1.3048	1.2928
57	1.4261	1.4149	1.4034	1.3917	1.3797	1.3676	1.3553	1.3429	1.3303	1.3176
58	1.4582	1.4465	1.4345	1.4223	1.4098	1.3971	1.3842	1.3711	1.3579	1.3445
59	1.4928	1.4805	1.4680	1.4553	1.4422	1.4289	1.4154	1.4017	1.3878	1.3737
60	1.5300	1.5173	1.5042	1.4909	1.4773	1.4634	1.4492	1.4348	1.4202	1.4053
61	1.5701	1.5569	1.5433	1.5294	1.5151	1.5006	1.4857	1.4706	1.4553	1.4397
62	1.6135	1.5997	1.5855	1.5710	1.5561	1.5409	1.5254	1.5095	1.4934	1.4770
63	1.6604	1.6460	1.6312	1.6160	1.6004	1.5845	1.5682	1.5516	1.5347	1.5174
64	1.7109	1.6959	1.6804	1.6646	1.6483	1.6317	1.6146	1.5972	1.5794	1.5613
65	1.7653	1.7496	1.7335	1.7170	1.7000	1.6825	1.6647	1.6464	1.6277	1.6087
66	1.8238	1.8074	1.7906	1.7733	1.7555	1.7373	1.7185	1.6994	1.6798	1.6598
67	1.8863	1.8693	1.8517	1.8336	1.8150	1.7959	1.7763	1.7562	1.7356	1.7146
68	1.9535	1.9357	1.9173	1.8984	1.8790	1.8589	1.8384	1.8173	1.7957	1.7736
69	2.0262	2.0076	1.9883	1.9685	1.9482	1.9272	1.9057	1.8836	1.8609	1.8377
70	2.1052	2.0857	2.0656	2.0449	2.0235	2.0015	1.9789	1.9557	1.9319	1.9074

EMPLOYEE'S**BENEFICIARY'S AGE**

AGE	50	51	52	53	54	55	56	57	58	59
20	1.0106	1.0099	1.0093	1.0087	1.0081	1.0076	1.0071	1.0066	1.0062	1.0057
21	1.0115	1.0107	1.0100	1.0094	1.00	1.0082	1.0076	1.0071	1.0066	1.0061
22	1.0124	1.0116	1.0109	1.0102	1.0095	1.0089	1.0083	1.0077	1.0071	1.0066
23	1.0135	1.0127	1.0118	1.0111	1.0103	1.0096	1.0089	1.0083	1.0077	1.0072
24	1.0147	1.0138	1.0129	1.0120	1.0112	1.0104	1.0097	1.0090	1.0084	1.0078
25	1.0161	1.0150	1.0141	1.0131	1.0122	1.0114	1.0106	1.0098	1.0091	1.0084
26	1.0176	1.0164	1.0154	1.0143	1.0133	1.0124	1.0115	1.0107	1.0099	1.0092
27	1.0192	1.0180	1.0168	1.0157	1.0146	1.0136	1.0126	1.0117	1.0108	1.0100
28	1.0211	1.0197	1.0184	1.0172	1.0160	1.0149	1.0138	1.0128	1.0119	1.0110
29	1.0231	1.0217	1.0202	1.0189	1.0176	1.0163	1.0152	1.0141	1.0130	1.0120
30	1.0254	1.0238	1.0222	1.0207	1.0193	1.0180	1.0167	1.0155	1.0143	1.0132
31	1.0279	1.0262	1.0244	1.0228	1.0213	1.0198	1.0184	1.0170	1.0158	1.0146
32	1.0307	1.0288	1.0269	1.0251	1.0234	1.0218	1.0202	1.0188	1.0174	1.0160
33	1.0338	1.0317	1.0296	1.0277	1.0258	1.0240	1.0223	1.0207	1.0192	1.0177
34	1.0373	1.0349	1.0327	1.0305	1.0285	1.0265	1.0247	1.0229	1.0212	1.0196
35	1.0411	1.0385	1.0361	1.0337	1.0315	1.0293	1.0273	1.0253	1.0234	1.0217
36	1.0452	1.0425	1.0398	1.0372	1.0347	1.0324	1.0301	1.0280	1.0260	1.0240
37	1.0499	1.0468	1.0439	1.0411	1.0384	1.0358	1.0334	1.0310	1.0288	1.0266
38	1.0550	1.0517	1.0485	1.0454	1.0425	1.0396	1.0369	1.0344	1.0319	1.0295
39	1.0606	1.0570	1.0535	1.0502	1.0470	1.0439	1.0409	1.0381	1.0354	1.0328
40	1.0668	1.0629	1.0591	1.0555	1.0520	1.0486	1.0453	1.0422	1.0393	1.0364
41	1.0736	1.0694	1.0653	1.0613	1.0575	1.0538	1.0502	1.0468	1.0436	1.0405
42	1.0811	1.0765	1.0721	1.0677	1.0636	1.0595	1.0557	1.0519	1.0484	1.0450
43	1.0893	1.0843	1.0795	1.0748	1.0703	1.0659	1.0616	1.0576	1.0536	1.0499
44	1.0982	1.0928	1.0876	1.0825	1.0776	1.0728	1.0682	1.0637	1.0594	1.0553
45	1.1079	1.1021	1.0964	1.0909	1.0855	1.0803	1.0753	1.0704	1.0658	1.0613
46	1.1183	1.1121	1.1060	1.1000	1.0942	1.0885	1.0831	1.0778	1.0727	1.0678
47	1.1296	1.1229	1.1163	1.1099	1.1036	1.0975	1.0915	1.0858	1.0802	1.0749
48	1.1418	1.1346	1.1275	1.1206	1.1138	1.1071	1.1007	1.0944	1.0884	1.0826
49	1.1550	1.1472	1.1396	1.1321	1.1248	1.1176	1.1107	1.1039	1.0973	1.0910
50	1.1691	1.1609	1.1527	1.1446	1.1367	1.1290	1.1215	1.1141	1.1070	1.1001
51	1.1844	1.1756	1.1668	1.1582	1.1497	1.1413	1.1332	1.1252	1.1175	1.1100
52	1.2009	1.1914	1.1821	1.1728	1.1637	1.1547	1.1459	1.1374	1.1290	1.1209
53	1.2186	1.2085	1.1985	1.1886	1.1789	1.1692	1.1598	1.1505	1.1415	1.1327
54	1.2377	1.2270	1.2164	1.2058	1.1953	1.1850	1.1748	1.1649	1.1551	1.1456
55	1.2584	1.2470	1.2357	1.2244	1.2132	1.2021	1.1912	1.1805	1.1700	1.1597
56	1.2807	1.2687	1.2566	1.2446	1.2326	1.2208	1.2091	1.1976	1.1862	1.1751
57	1.3049	1.2921	1.2793	1.2665	1.2538	1.2411	1.2286	1.2162	1.2040	1.1921
58	1.3311	1.3175	1.3040	1.2904	1.2768	1.2633	1.2499	1.2366	1.2235	1.2107
59	1.3595	1.3452	1.3308	1.3164	1.3019	1.2875	1.2732	1.2590	1.2449	1.2311
60	1.3903	1.3752	1.3600	1.3447	1.3294	1.3140	1.2987	1.2835	1.2684	1.2536
61	1.4239	1.4079	1.3918	1.3756	1.3593	1.3430	1.3267	1.3104	1.2943	1.2783
62	1.4603	1.4435	1.4264	1.4093	1.3920	1.3746	1.3572	1.3399	1.3226	1.3055
63	1.4999	1.4821	1.4641	1.4460	1.4276	1.4092	1.3907	1.3722	1.3537	1.3354
64	1.5428	1.5241	1.5051	1.4859	1.4664	1.4468	1.4272	1.4074	1.3877	1.3681
65	1.5892	1.5695	1.5495	1.5291	1.5086	1.4878	1.4669	1.4459	1.4249	1.4039
66	1.6393	1.6185	1.5974	1.5759	1.5541	1.5321	1.5099	1.4876	1.4652	1.4428
67	1.6931	1.6712	1.6489	1.6262	1.6032	1.5799	1.5564	1.5326	1.5088	1.4849
68	1.7510	1.7280	1.7045	1.6806	1.6562	1.6316	1.6066	1.5814	1.5560	1.5305
69	1.8139	1.7896	1.7649	1.7396	1.7139	1.6878	1.6613	1.6345	1.6075	1.5804
70	1.8824	1.8569	1.8307	1.8041	1.7769	1.7493	1.7212	1.6928	1.6641	1.6352

EMPLOYEE'S**BENEFICIARY'S AGE**

AGE	60	61	62	63	64	65	66	67	68	69
20	1.0053	1.0049	1.0046	1.0042	1.0039	1.0036	1.0033	1.0031	1.0028	1.0026
21	1.0057	1.0053	1.0049	1.0045	1.0042	1.0039	1.0036	1.0033	1.0030	1.0027
22	1.0061	1.0057	1.0053	1.0049	1.0045	1.0041	1.0038	1.0035	1.0032	1.0029
23	1.0066	1.0061	1.0057	1.0052	1.0048	1.0044	1.0041	1.0037	1.0034	1.0031
24	1.0072	1.0066	1.0061	1.0056	1.0052	1.0048	1.0044	1.0040	1.0037	1.0033
25	1.0078	1.0072	1.0066	1.0061	1.0056	1.0052	1.0047	1.0043	1.0040	1.0036
26	1.0085	1.0078	1.0072	1.0066	1.0061	1.0056	1.0051	1.0047	1.0043	1.0039
27	1.0093	1.0085	1.0079	1.0072	1.0066	1.0061	1.0056	1.0051	1.0046	1.0042
28	1.0101	1.0093	1.0086	1.0079	1.0072	1.0066	1.0061	1.0055	1.0050	1.0046
29	1.0111	1.0102	1.0094	1.0086	1.0079	1.0072	1.0066	1.0060	1.0055	1.0050
30	1.0122	1.0112	1.0103	1.0095	1.0087	1.0079	1.0072	1.0066	1.0060	1.0054
31	1.0134	1.0124	1.0114	1.0104	1.0095	1.0087	1.0080	1.0073	1.0066	1.0060
32	1.0148	1.0136	1.0125	1.0115	1.0105	1.0096	1.0088	1.0080	1.0073	1.0066
33	1.0163	1.0151	1.0138	1.0127	1.0116	1.0106	1.0097	1.0088	1.0080	1.0072
34	1.0181	1.0166	1.0153	1.0140	1.0129	1.0118	1.0107	1.0097	1.0088	1.0080
35	1.0200	1.0184	1.0170	1.0156	1.0143	1.0130	1.0119	1.0108	1.0098	1.0089
36	1.0222	1.0204	1.0188	1.0173	1.0158	1.0145	1.0132	1.0120	1.0109	1.0099
37	1.0246	1.0227	1.0209	1.0192	1.0176	1.0161	1.0147	1.0134	1.0121	1.0110
38	1.0273	1.0252	1.0232	1.0213	1.0196	1.0179	1.0164	1.0149	1.0135	1.0123
39	1.0303	1.0280	1.0258	1.0238	1.0218	1.0200	1.0182	1.0166	1.0151	1.0137
40	1.0337	1.0312	1.0288	1.0265	1.0243	1.0223	1.0204	1.0186	1.0169	1.0153
41	1.0375	1.0347	1.0320	1.0295	1.0271	1.0249	1.0228	1.0208	1.0189	1.0172
42	1.0417	1.0386	1.0357	1.0329	1.0303	1.0278	1.0254	1.0232	1.0212	1.0193
43	1.0463	1.0429	1.0397	1.0366	1.0337	1.0310	1.0284	1.0260	1.0237	1.0216
44	1.0514	1.0477	1.0441	1.0408	1.0376	1.0346	1.0317	1.0290	1.0265	1.0241
45	1.0570	1.0529	1.0490	1.0453	1.0418	1.0385	1.0353	1.0324	1.0296	1.0269
46	1.0631	1.0586	1.0543	1.0503	1.0464	1.0427	1.0393	1.0360	1.0329	1.0300
47	1.0697	1.0648	1.0602	1.0557	1.0514	1.0474	1.0436	1.0400	1.0366	1.0334
48	1.0770	1.0716	1.0665	1.0616	1.0569	1.0525	1.0483	1.0444	1.0406	1.0371
49	1.0849	1.0790	1.0734	1.0680	1.0629	1.0581	1.0535	1.0491	1.0450	1.0411
50	1.0935	1.0871	1.0809	1.0751	1.0695	1.0642	1.0591	1.0543	1.0498	1.0455
51	1.1028	1.0959	1.0892	1.0828	1.0766	1.0708	1.0653	1.0600	1.0550	1.0503
52	1.1130	1.1054	1.0982	1.0912	1.0845	1.0781	1.0720	1.0663	1.0608	1.0556
53	1.1242	1.1159	1.1080	1.1004	1.0931	1.0861	1.0794	1.0731	1.0671	1.0614
54	1.1364	1.1274	1.1188	1.1105	1.1025	1.0949	1.0876	1.0807	1.0741	1.0678
55	1.1497	1.1400	1.1306	1.1216	1.1129	1.1046	1.0966	1.0890	1.0818	1.0749
56	1.1643	1.1538	1.1436	1.1338	1.1243	1.1152	1.1065	1.0982	1.0903	1.0828
57	1.1804	1.1690	1.1580	1.1473	1.1370	1.1271	1.1175	1.1084	1.0997	1.0915
58	1.1981	1.1858	1.1738	1.1622	1.1510	1.1402	1.1298	1.1198	1.1103	1.1012
59	1.2175	1.2042	1.1913	1.1787	1.1665	1.1547	1.1434	1.1325	1.1221	1.1121
60	1.2390	1.2246	1.2106	1.1970	1.1837	1.1709	1.1585	1.1466	1.1352	1.1243
61	1.2626	1.2471	1.2320	1.2172	1.2028	1.1889	1.1754	1.1624	1.1499	1.1380
62	1.2886	1.2720	1.2556	1.2396	1.2241	1.2089	1.1942	1.1800	1.1664	1.1533
63	1.3172	1.2993	1.2817	1.2644	1.2475	1.2311	1.2151	1.1997	1.1847	1.1704
64	1.3487	1.3294	1.3104	1.2918	1.2735	1.2557	1.2383	1.2215	1.2051	1.1894
65	1.3830	1.3623	1.3419	1.3218	1.3021	1.2827	1.2639	1.2456	1.2278	1.2106
66	1.4204	1.3983	1.3763	1.3547	1.3334	1.3125	1.2920	1.2721	1.2527	1.2340
67	1.4610	1.4373	1.4137	1.3904	1.3674	1.3449	1.3227	1.3011	1.2801	1.2596
68	1.5050	1.4796	1.4544	1.4294	1.4046	1.3803	1.3564	1.3329	1.3101	1.2878
69	1.5532	1.5261	1.4990	1.4722	1.4456	1.4193	1.3935	1.3681	1.3433	1.3191
70	1.6062	1.5772	1.5482	1.5194	1.4908	1.4625	1.4346	1.4072	1.3803	1.3540

EMPLOYEE'S**BENEFICIARY'S AGE**

AGE	70	71	72	73	74	75	76	77	78	79
20	1.0024	1.0022	1.0020	1.0018	1.0016	1.0015	1.0013	1.0012	1.0011	1.0010
21	1.0025	1.0023	1.0021	1.0019	1.0017	1.0016	1.0014	1.0013	1.0012	1.0011
22	1.0027	1.0024	1.0022	1.0020	1.0018	1.0017	1.0015	1.0014	1.0012	1.0011
23	1.0028	1.0026	1.0024	1.0021	1.0019	1.0018	1.0016	1.0014	1.0013	1.0012
24	1.0030	1.0028	1.0025	1.0023	1.0021	1.0019	1.0017	1.0015	1.0014	1.0013
25	1.0033	1.0030	1.0027	1.0024	1.0022	1.0020	1.0018	1.0016	1.0015	1.0013
26	1.0035	1.0032	1.0029	1.0026	1.0024	1.0022	1.0019	1.0018	1.0016	1.0014
27	1.0038	1.0035	1.0031	1.0028	1.0026	1.0023	1.0021	1.0019	1.0017	1.0015
28	1.0041	1.0038	1.0034	1.0031	1.0028	1.0025	1.0023	1.0020	1.0018	1.0016
29	1.0045	1.0041	1.0037	1.0033	1.0030	1.0027	1.0024	1.0022	1.0020	1.0018
30	1.0049	1.0045	1.0040	1.0036	1.0033	1.0029	1.0027	1.0024	1.0021	1.0019
31	1.0054	1.0049	1.0044	1.0040	1.0036	1.0032	1.0029	1.0026	1.0023	1.0021
32	1.0059	1.0054	1.0048	1.0044	1.0039	1.0035	1.0032	1.0028	1.0025	1.0023
33	1.0065	1.0059	1.0053	1.0048	1.0043	1.0039	1.0035	1.0031	1.0028	1.0025
34	1.0072	1.0065	1.0059	1.0053	1.0047	1.0043	1.0038	1.0034	1.0031	1.0027
35	1.0080	1.0072	1.0065	1.0059	1.0053	1.0047	1.0042	1.0038	1.0034	1.0030
36	1.0089	1.0080	1.0072	1.0065	1.0058	1.0052	1.0047	1.0042	1.0037	1.0033
37	1.0099	1.0090	1.0081	1.0072	1.0065	1.0058	1.0052	1.0047	1.0042	1.0037
38	1.0111	1.0100	1.0090	1.0081	1.0073	1.0065	1.0058	1.0052	1.0047	1.0041
39	1.0124	1.0112	1.0101	1.0091	1.0081	1.0073	1.0065	1.0058	1.0052	1.0046
40	1.0139	1.0125	1.0113	1.0102	1.0091	1.0082	1.0073	1.0066	1.0059	1.0052
41	1.0156	1.0141	1.0127	1.0114	1.0103	1.0092	1.0083	1.0074	1.0066	1.0059
42	1.0175	1.0158	1.0143	1.0128	1.0116	1.0104	1.0093	1.0084	1.0075	1.0067
43	1.0196	1.0177	1.0160	1.0144	1.0130	1.0117	1.0105	1.0094	1.0085	1.0076
44	1.0219	1.0199	1.0180	1.0162	1.0146	1.0132	1.0118	1.0106	1.0095	1.0085
45	1.0245	1.0222	1.0201	1.0182	1.0164	1.0148	1.0133	1.0120	1.0107	1.0096
46	1.0273	1.0248	1.0225	1.0203	1.0184	1.0166	1.0149	1.0134	1.0121	1.0108
47	1.0304	1.0276	1.0250	1.0227	1.0205	1.0185	1.0167	1.0150	1.0135	1.0121
48	1.0338	1.0307	1.0279	1.0252	1.0228	1.0206	1.0186	1.0168	1.0151	1.0136
49	1.0375	1.0341	1.0309	1.0280	1.0254	1.0229	1.0207	1.0187	1.0168	1.0151
50	1.0415	1.0378	1.0343	1.0311	1.0282	1.0255	1.0230	1.0207	1.0187	1.0168
51	1.0459	1.0418	1.0380	1.0345	1.0312	1.0282	1.0255	1.0230	1.0207	1.0187
52	1.0508	1.0462	1.0420	1.0381	1.0346	1.0313	1.0283	1.0255	1.0230	1.0207
53	1.0561	1.0511	1.0465	1.0422	1.0382	1.0346	1.0313	1.0282	1.0254	1.0229
54	1.0620	1.0565	1.0514	1.0466	1.0423	1.0383	1.0346	1.0312	1.0282	1.0254
55	1.0685	1.0624	1.0568	1.0516	1.0468	1.0424	1.0383	1.0346	1.0312	1.0281
56	1.0757	1.0690	1.0628	1.0571	1.0518	1.0469	1.0424	1.0383	1.0345	1.0311
57	1.0837	1.0763	1.0695	1.0632	1.0574	1.0520	1.0470	1.0425	1.0383	1.0345
58	1.0926	1.0846	1.0771	1.0701	1.0636	1.0577	1.0522	1.0471	1.0425	1.0383
59	1.1027	1.0938	1.0855	1.0778	1.0707	1.0641	1.0580	1.0524	1.0473	1.0426
60	1.1139	1.1042	1.0950	1.0865	1.0786	1.0714	1.0646	1.0584	1.0528	1.0476
61	1.1266	1.1158	1.1058	1.0964	1.0877	1.0796	1.0721	1.0653	1.0589	1.0532
62	1.1408	1.1289	1.1178	1.1075	1.0978	1.0889	1.0806	1.0730	1.0660	1.0596
63	1.1567	1.1436	1.1314	1.1200	1.1093	1.0994	1.0903	1.0818	1.0740	1.0668
64	1.1744	1.1601	1.1466	1.1340	1.1223	1.1113	1.1011	1.0917	1.0831	1.0751
65	1.1941	1.1784	1.1636	1.1497	1.1367	1.1246	1.1134	1.1029	1.0933	1.0844
66	1.2160	1.1987	1.1825	1.1672	1.1529	1.1395	1.1270	1.1154	1.1047	1.0949
67	1.2399	1.2211	1.2032	1.1864	1.1707	1.1559	1.1421	1.1293	1.1174	1.1065
68	1.2663	1.2457	1.2262	1.2077	1.1904	1.1741	1.1589	1.1448	1.1316	1.1194
69	1.2957	1.2732	1.2518	1.2316	1.2125	1.1946	1.1778	1.1621	1.1476	1.1341
70	1.3285	1.3039	1.2805	1.2583	1.2374	1.2177	1.1992	1.1819	1.1657	1.1507

EMPLOYEE'S**BENEFICIARY'S AGE**

AGE	80	81	82	83	84	85	86	87	88	89
20	1.0009	1.0008	1.0007	1.0007	1.0006	1.0005	1.0005	1.0004	1.0004	1.0003
21	1.0009	1.0009	1.0008	1.0007	1.0006	1.0006	1.0005	1.0004	1.0004	1.0004
22	1.0010	1.0009	1.0008	1.0007	1.0007	1.0006	1.0005	1.0005	1.0004	1.0004
23	1.0011	1.0010	1.0009	1.0008	1.0007	1.0006	1.0006	1.0005	1.0004	1.0004
24	1.0011	1.0010	1.0009	1.0008	1.0007	1.0007	1.0006	1.0005	1.0005	1.0004
25	1.0012	1.0011	1.0010	1.0009	1.0008	1.0007	1.0006	1.0006	1.0005	1.0004
26	1.0013	1.0012	1.0010	1.0009	1.0008	1.0007	1.0007	1.0006	1.0005	1.0005
27	1.0014	1.0012	1.0011	1.0010	1.0009	1.0008	1.0007	1.0006	1.0006	1.0005
28	1.0015	1.0013	1.0012	1.0011	1.0010	1.0009	1.0008	1.0007	1.0006	1.0005
29	1.0016	1.0014	1.0013	1.0011	1.0010	1.0009	1.0008	1.0007	1.0006	1.0006
30	1.0017	1.0015	1.0014	1.0012	1.0011	1.0010	1.0009	1.0008	1.0007	1.0006
31	1.0019	1.0017	1.0015	1.0013	1.0012	1.0011	1.0009	1.0008	1.0007	1.0007
32	1.0020	1.0018	1.0016	1.0015	1.0013	1.0012	1.0010	1.0009	1.0008	1.0007
33	1.0022	1.0020	1.0018	1.0016	1.0014	1.0013	1.0011	1.0010	1.0009	1.0008
34	1.0024	1.0022	1.0019	1.0017	1.0015	1.0014	1.0012	1.0011	1.0010	1.0008
35	1.0027	1.0024	1.0021	1.0019	1.0017	1.0015	1.0013	1.0012	1.0010	1.0009
36	1.0030	1.0027	1.0024	1.0021	1.0019	1.0017	1.0015	1.0013	1.0011	1.0010
37	1.0033	1.0029	1.0026	1.0023	1.0021	1.0018	1.0016	1.0014	1.0013	1.0011
38	1.0037	1.0033	1.0029	1.0026	1.0023	1.0020	1.0018	1.0016	1.0014	1.0012
39	1.0041	1.0037	1.0033	1.0029	1.0026	1.0023	1.0020	1.0018	1.0016	1.0014
40	1.0047	1.0041	1.0037	1.0033	1.0029	1.0026	1.0023	1.0020	1.0018	1.0015
41	1.0053	1.0047	1.0042	1.0037	1.0033	1.0029	1.0026	1.0023	1.0020	1.0017
42	1.0060	1.0053	1.0047	1.0042	1.0037	1.0033	1.0029	1.0026	1.0023	1.0020
43	1.0068	1.0060	1.0054	1.0048	1.0042	1.0038	1.0033	1.0029	1.0026	1.0023
44	1.0076	1.0068	1.0061	1.0054	1.0048	1.0043	1.0038	1.0033	1.0029	1.0026
45	1.0086	1.0077	1.0069	1.0061	1.0054	1.0048	1.0043	1.0038	1.0033	1.0029
46	1.0097	1.0087	1.0077	1.0069	1.0062	1.0055	1.0049	1.0043	1.0038	1.0033
47	1.0109	1.0097	1.0087	1.0078	1.0069	1.0062	1.0055	1.0048	1.0043	1.0038
48	1.0122	1.0109	1.0098	1.0087	1.0078	1.0069	1.0061	1.0054	1.0048	1.0043
49	1.0136	1.0122	1.0109	1.0097	1.0087	1.0077	1.0069	1.0061	1.0054	1.0048
50	1.0151	1.0135	1.0121	1.0109	1.0097	1.0086	1.0077	1.0068	1.0060	1.0053
51	1.0168	1.0151	1.0135	1.0121	1.0108	1.0096	1.0086	1.0076	1.0067	1.0060
52	1.0186	1.0167	1.0150	1.0134	1.0120	1.0107	1.0095	1.0085	1.0075	1.0066
53	1.0206	1.0185	1.0166	1.0149	1.0133	1.0119	1.0106	1.0094	1.0083	1.0074
54	1.0228	1.0205	1.0184	1.0165	1.0147	1.0131	1.0117	1.0104	1.0092	1.0082
55	1.0253	1.0227	1.0204	1.0182	1.0163	1.0146	1.0130	1.0115	1.0102	1.0090
56	1.0280	1.0251	1.0226	1.0202	1.0181	1.0161	1.0144	1.0128	1.0113	1.0100
57	1.0310	1.0279	1.0250	1.0224	1.0200	1.0179	1.0159	1.0142	1.0126	1.0111
58	1.0345	1.0310	1.0278	1.0249	1.0223	1.0199	1.0177	1.0157	1.0139	1.0123
59	1.0384	1.0345	1.0309	1.0277	1.0248	1.0221	1.0197	1.0175	1.0155	1.0137
60	1.0428	1.0385	1.0345	1.0310	1.0277	1.0247	1.0220	1.0196	1.0173	1.0153
61	1.0479	1.0431	1.0387	1.0347	1.0310	1.0277	1.0247	1.0219	1.0194	1.0172
62	1.0537	1.0483	1.0434	1.0389	1.0348	1.0311	1.0277	1.0246	1.0219	1.0193
63	1.0603	1.0543	1.0488	1.0438	1.0392	1.0350	1.0312	1.0278	1.0247	1.0218
64	1.0678	1.0611	1.0549	1.0493	1.0442	1.0395	1.0353	1.0314	1.0279	1.0247
65	1.0763	1.0688	1.0619	1.0556	1.0499	1.0447	1.0399	1.0355	1.0316	1.0280
66	1.0858	1.0774	1.0698	1.0628	1.0563	1.0504	1.0451	1.0402	1.0357	1.0317
67	1.0964	1.0871	1.0785	1.0707	1.0635	1.0569	1.0509	1.0454	1.0404	1.0358
68	1.1082	1.0978	1.0883	1.0796	1.0715	1.0641	1.0574	1.0512	1.0456	1.0405
69	1.1216	1.1101	1.0994	1.0897	1.0807	1.0724	1.0648	1.0579	1.0516	1.0458
70	1.1369	1.1240	1.1122	1.1013	1.0912	1.0819	1.0734	1.0657	1.0585	1.0521

Table A
Factors to Convert a 50% Joint and Survivor Annuity to a Life Annuity

Supplemental Retirement Plan for Top Management

Equivalent Benefit Payable Under Single Life Annuity Option for Each \$1.00 of Life Annuity Otherwise Payable

EMPLOYEE'S AGE	BENEFICIARY'S AGE									
	20	21	22	23	24	25	26	27	28	29
20	1.0243	1.0234	1.0226	1.0217	1.0208	1.0200	1.0192	1.0184	1.0176	1.0168
21	1.0262	1.0253	1.0244	1.0234	1.0225	1.0216	1.0208	1.0199	1.0190	1.0182
22	1.0283	1.0273	1.0263	1.0253	1.0244	1.0234	1.0225	1.0216	1.0206	1.0198
23	1.0305	1.0294	1.0284	1.0274	1.0264	1.0253	1.0243	1.0234	1.0224	1.0214
24	1.0328	1.0317	1.0306	1.0296	1.0285	1.0274	1.0264	1.0253	1.0243	1.0233
25	1.0353	1.0342	1.0331	1.0319	1.0308	1.0297	1.0285	1.0274	1.0263	1.0252
26	1.0380	1.0369	1.0357	1.0345	1.0333	1.0321	1.0309	1.0297	1.0285	1.0274
27	1.0409	1.0397	1.0384	1.0372	1.0359	1.0347	1.0334	1.0322	1.0309	1.0297
28	1.0440	1.0427	1.0414	1.0401	1.0388	1.0375	1.0362	1.0348	1.0335	1.0322
29	1.0473	1.0460	1.0446	1.0432	1.0419	1.0405	1.0391	1.0377	1.0363	1.0349
30	1.0508	1.0494	1.0480	1.0466	1.0451	1.0437	1.0422	1.0408	1.0393	1.0379
31	1.0546	1.0531	1.0517	1.0502	1.0487	1.0471	1.0456	1.0441	1.0426	1.0410
32	1.0586	1.0571	1.0555	1.0540	1.0524	1.0508	1.0493	1.0476	1.0460	1.0444
33	1.0628	1.0613	1.0597	1.0581	1.0565	1.0548	1.0531	1.0515	1.0498	1.0481
34	1.0674	1.0658	1.0641	1.0625	1.0608	1.0590	1.0573	1.0556	1.0538	1.0520
35	1.0722	1.0705	1.0689	1.0671	1.0654	1.0636	1.0618	1.0599	1.0581	1.0562
36	1.0773	1.0756	1.0739	1.0721	1.0703	1.0684	1.0665	1.0646	1.0627	1.0608
37	1.0828	1.0811	1.0793	1.0774	1.0755	1.0736	1.0716	1.0697	1.0677	1.0656
38	1.0886	1.0868	1.0850	1.0831	1.0811	1.0791	1.0771	1.0750	1.0730	1.0708
39	1.0949	1.0930	1.0911	1.0891	1.0871	1.0850	1.0829	1.0808	1.0786	1.0764
40	1.1015	1.0995	1.0976	1.0955	1.0935	1.0913	1.0892	1.0870	1.0847	1.0824
41	1.1085	1.1065	1.1045	1.1024	1.1003	1.0981	1.0958	1.0935	1.0912	1.0888
42	1.1160	1.1140	1.1119	1.1097	1.1075	1.1052	1.1029	1.1006	1.0981	1.0957
43	1.1239	1.1218	1.1197	1.1175	1.1152	1.1129	1.1105	1.1080	1.1055	1.1030
44	1.1323	1.1302	1.1280	1.1257	1.1234	1.1210	1.1185	1.1160	1.1134	1.1107
45	1.1412	1.1390	1.1368	1.1344	1.1320	1.1295	1.1270	1.1244	1.1217	1.1190
46	1.1506	1.1484	1.1460	1.1436	1.1412	1.1386	1.1360	1.1333	1.1305	1.1277
47	1.1605	1.1582	1.1558	1.1534	1.1508	1.1482	1.1455	1.1427	1.1399	1.1369
48	1.1710	1.1686	1.1662	1.1637	1.1610	1.1583	1.1556	1.1527	1.1497	1.1467
49	1.1821	1.1796	1.1771	1.1745	1.1718	1.1690	1.1662	1.1632	1.1602	1.1571
50	1.1937	1.1912	1.1887	1.1860	1.1832	1.1804	1.1774	1.1744	1.1712	1.1680
51	1.2061	1.2035	1.2009	1.1981	1.1953	1.1923	1.1893	1.1862	1.1830	1.1796
52	1.2191	1.2165	1.2138	1.2110	1.2080	1.2050	1.2019	1.1987	1.1954	1.1919
53	1.2330	1.2303	1.2275	1.2246	1.2216	1.2185	1.2152	1.2119	1.2085	1.2050
54	1.2476	1.2449	1.2420	1.2390	1.2359	1.2327	1.2294	1.2260	1.2225	1.2188
55	1.2632	1.2604	1.2574	1.2543	1.2512	1.2479	1.2445	1.2410	1.2373	1.2336
56	1.2798	1.2769	1.2738	1.2707	1.2674	1.2640	1.2605	1.2569	1.2532	1.2493
57	1.2975	1.2945	1.2914	1.2881	1.2848	1.2813	1.2777	1.2739	1.2701	1.2661
58	1.3164	1.3133	1.3101	1.3068	1.3033	1.2997	1.2960	1.2922	1.2882	1.2841
59	1.3367	1.3335	1.3302	1.3268	1.3232	1.3195	1.3157	1.3117	1.3076	1.3033
60	1.3585	1.3552	1.3518	1.3483	1.3446	1.3408	1.3368	1.3327	1.3285	1.3241
61	1.3820	1.3786	1.3750	1.3714	1.3676	1.3636	1.3595	1.3553	1.3509	1.3464
62	1.4072	1.4037	1.4000	1.3962	1.3923	1.3883	1.3840	1.3796	1.3751	1.3704
63	1.4343	1.4307	1.4269	1.4230	1.4190	1.4148	1.4104	1.4058	1.4011	1.3963
64	1.4636	1.4598	1.4559	1.4519	1.4477	1.4433	1.4388	1.4341	1.4292	1.4241
65	1.4950	1.4911	1.4871	1.4829	1.4785	1.4740	1.4693	1.4644	1.4593	1.4541
66	1.5287	1.5247	1.5205	1.5161	1.5116	1.5069	1.5020	1.4969	1.4917	1.4862
67	1.5647	1.5605	1.5562	1.5516	1.5469	1.5421	1.5370	1.5317	1.5263	1.5206
68	1.6033	1.5989	1.5944	1.5897	1.5848	1.5798	1.5745	1.5690	1.5634	1.5575
69	1.6450	1.6405	1.6358	1.6309	1.6258	1.6205	1.6150	1.6093	1.6034	1.5973
70	1.6903	1.6856	1.6807	1.6756	1.6703	1.6648	1.6591	1.6531	1.6470	1.6406

EMPLOYEE'S**BENEFICIARY'S AGE**

AGE	30	31	32	33	34	35	36	37	38	39
20	1.0160	1.0153	1.0146	1.0139	1.0132	1.0126	1.0119	1.0113	1.0107	1.0102
21	1.0174	1.0166	1.0158	1.0151	1.0143	1.0136	1.0130	1.0123	1.0117	1.0110
22	1.0189	1.0180	1.0172	1.0164	1.0156	1.0148	1.0141	1.0134	1.0127	1.0120
23	1.0205	1.0196	1.0187	1.0178	1.0170	1.0161	1.0153	1.0146	1.0138	1.0131
24	1.0223	1.0213	1.0203	1.0194	1.0185	1.0176	1.0167	1.0159	1.0150	1.0143
25	1.0242	1.0231	1.0221	1.0211	1.0201	1.0191	1.0182	1.0173	1.0164	1.0156
26	1.0262	1.0251	1.0240	1.0229	1.0219	1.0208	1.0198	1.0189	1.0179	1.0170
27	1.0285	1.0273	1.0261	1.0250	1.0238	1.0227	1.0216	1.0206	1.0195	1.0185
28	1.0309	1.0297	1.0284	1.0272	1.0259	1.0247	1.0236	1.0224	1.0213	1.0203
29	1.0336	1.0322	1.0309	1.0295	1.0282	1.0270	1.0257	1.0245	1.0233	1.0221
30	1.0364	1.0350	1.0336	1.0321	1.0308	1.0294	1.0280	1.0267	1.0254	1.0242
31	1.0395	1.0380	1.0365	1.0350	1.0335	1.0320	1.0306	1.0292	1.0278	1.0264
32	1.0428	1.0412	1.0396	1.0380	1.0364	1.0349	1.0333	1.0318	1.0303	1.0289
33	1.0464	1.0447	1.0430	1.0413	1.0396	1.0380	1.0363	1.0347	1.0331	1.0316
34	1.0502	1.0484	1.0466	1.0449	1.0431	1.0413	1.0396	1.0378	1.0361	1.0345
35	1.0543	1.0525	1.0506	1.0487	1.0468	1.0449	1.0431	1.0413	1.0394	1.0377
36	1.0588	1.0568	1.0548	1.0528	1.0509	1.0489	1.0469	1.0450	1.0430	1.0411
37	1.0636	1.0615	1.0594	1.0573	1.0552	1.0531	1.0510	1.0490	1.0469	1.0449
38	1.0687	1.0665	1.0643	1.0621	1.0599	1.0577	1.0555	1.0533	1.0511	1.0490
39	1.0742	1.0719	1.0696	1.0673	1.0650	1.0627	1.0603	1.0580	1.0557	1.0534
40	1.0801	1.0777	1.0753	1.0729	1.0705	1.0680	1.0656	1.0631	1.0606	1.0582
41	1.0864	1.0839	1.0814	1.0789	1.0763	1.0738	1.0712	1.0686	1.0660	1.0634
42	1.0931	1.0906	1.0880	1.0853	1.0827	1.0800	1.0772	1.0745	1.0718	1.0690
43	1.1003	1.0977	1.0950	1.0922	1.0894	1.0866	1.0838	1.0809	1.0780	1.0751
44	1.1080	1.1052	1.1024	1.0995	1.0966	1.0937	1.0907	1.0877	1.0847	1.0816
45	1.1161	1.1133	1.1103	1.1074	1.1043	1.1012	1.0981	1.0950	1.0918	1.0886
46	1.1248	1.1218	1.1188	1.1157	1.1125	1.1093	1.1060	1.1027	1.0994	1.0960
47	1.1339	1.1308	1.1277	1.1245	1.1212	1.1178	1.1144	1.1110	1.1075	1.1040
48	1.1436	1.1404	1.1371	1.1338	1.1304	1.1269	1.1234	1.1198	1.1161	1.1124
49	1.1539	1.1506	1.1472	1.1437	1.1402	1.1366	1.1329	1.1291	1.1253	1.1214
50	1.1647	1.1613	1.1578	1.1542	1.1505	1.1468	1.1429	1.1390	1.1351	1.1310
51	1.1762	1.1727	1.1691	1.1654	1.1615	1.1576	1.1537	1.1496	1.1454	1.1412
52	1.1884	1.1848	1.1810	1.1772	1.1732	1.1692	1.1650	1.1608	1.1565	1.1521
53	1.2013	1.1976	1.1937	1.1897	1.1856	1.1815	1.1772	1.1728	1.1683	1.1637
54	1.2151	1.2112	1.2072	1.2031	1.1989	1.1945	1.1901	1.1855	1.1808	1.1761
55	1.2297	1.2257	1.2216	1.2173	1.2129	1.2085	1.2038	1.1991	1.1942	1.1893
56	1.2453	1.2412	1.2369	1.2325	1.2280	1.2233	1.2185	1.2136	1.2086	1.2034
57	1.2620	1.2577	1.2533	1.2487	1.2441	1.2392	1.2343	1.2292	1.2239	1.2186
58	1.2798	1.2754	1.2708	1.2661	1.2613	1.2563	1.2511	1.2459	1.2404	1.2348
59	1.2989	1.2944	1.2897	1.2848	1.2798	1.2746	1.2693	1.2638	1.2581	1.2523
60	1.3195	1.3148	1.3099	1.3049	1.2997	1.2943	1.2888	1.2831	1.2772	1.2712
61	1.3416	1.3368	1.3317	1.3265	1.3211	1.3156	1.3098	1.3039	1.2978	1.2915
62	1.3655	1.3604	1.3552	1.3498	1.3442	1.3384	1.3325	1.3263	1.3200	1.3135
63	1.3912	1.3860	1.3805	1.3749	1.3691	1.3631	1.3569	1.3506	1.3440	1.3372
64	1.4189	1.4134	1.4078	1.4020	1.3960	1.3897	1.3833	1.3767	1.3698	1.3627
65	1.4486	1.4430	1.4372	1.4311	1.4249	1.4184	1.4117	1.4048	1.3976	1.3902
66	1.4806	1.4747	1.4687	1.4624	1.4558	1.4491	1.4421	1.4349	1.4275	1.4198
67	1.5147	1.5086	1.5023	1.4958	1.4890	1.4820	1.4747	1.4672	1.4595	1.4514
68	1.5513	1.5450	1.5384	1.5316	1.5245	1.5172	1.5097	1.5018	1.4938	1.4854
69	1.5909	1.5843	1.5775	1.5703	1.5630	1.5554	1.5475	1.5393	1.5308	1.5221
70	1.6339	1.6270	1.6199	1.6124	1.6048	1.5968	1.5885	1.5800	1.5712	1.5620

Equivalent Benefit Payable Under Single Life Annuity Option for Each \$1.00 Otherwise Payable

EMPLOYEE'S AGE	BENEFICIARY'S AGE									
	40	41	42	43	44	45	46	47	48	49
20	1.0096	1.0091	1.0086	1.0081	1.0076	1.0072	1.0068	1.0064	1.0060	1.0056
21	1.0104	1.0099	1.0093	1.0088	1.0083	1.0078	1.0074	1.0069	1.0065	1.0061
22	1.0114	1.0107	1.0102	1.0096	1.0090	1.0085	1.0080	1.0075	1.0071	1.0066
23	1.0124	1.0117	1.0111	1.0104	1.0098	1.0093	1.0087	1.0082	1.0077	1.0072
24	1.0135	1.0128	1.0121	1.0114	1.0107	1.0101	1.0095	1.0089	1.0084	1.0079
25	1.0147	1.0139	1.0132	1.0124	1.0117	1.0110	1.0104	1.0098	1.0092	1.0086
26	1.0161	1.0152	1.0144	1.0136	1.0128	1.0121	1.0113	1.0107	1.0100	1.0094
27	1.0176	1.0166	1.0157	1.0149	1.0140	1.0132	1.0124	1.0117	1.0110	1.0103
28	1.0192	1.0182	1.0172	1.0163	1.0153	1.0145	1.0136	1.0128	1.0120	1.0113
29	1.0210	1.0199	1.0188	1.0178	1.0168	1.0158	1.0149	1.0140	1.0132	1.0124
30	1.0230	1.0218	1.0206	1.0195	1.0184	1.0174	1.0164	1.0154	1.0145	1.0136
31	1.0251	1.0238	1.0226	1.0214	1.0202	1.0190	1.0180	1.0169	1.0159	1.0149
32	1.0275	1.0261	1.0247	1.0234	1.0221	1.0209	1.0197	1.0186	1.0175	1.0164
33	1.0300	1.0285	1.0271	1.0257	1.0243	1.0229	1.0216	1.0204	1.0192	1.0180
34	1.0328	1.0312	1.0297	1.0281	1.0266	1.0252	1.0238	1.0224	1.0211	1.0198
35	1.0359	1.0342	1.0325	1.0308	1.0292	1.0276	1.0261	1.0247	1.0232	1.0219
36	1.0392	1.0374	1.0356	1.0338	1.0320	1.0304	1.0287	1.0271	1.0256	1.0241
37	1.0429	1.0409	1.0389	1.0370	1.0351	1.0333	1.0315	1.0298	1.0281	1.0265
38	1.0468	1.0447	1.0426	1.0405	1.0385	1.0366	1.0346	1.0328	1.0310	1.0292
39	1.0511	1.0488	1.0466	1.0444	1.0422	1.0401	1.0381	1.0360	1.0341	1.0321
40	1.0558	1.0534	1.0510	1.0486	1.0463	1.0440	1.0418	1.0396	1.0375	1.0354
41	1.0608	1.0583	1.0557	1.0532	1.0507	1.0483	1.0459	1.0435	1.0412	1.0390
42	1.0663	1.0636	1.0609	1.0582	1.0555	1.0529	1.0503	1.0478	1.0453	1.0429
43	1.0722	1.0693	1.0664	1.0636	1.0608	1.0580	1.0552	1.0525	1.0498	1.0472
44	1.0786	1.0755	1.0724	1.0694	1.0664	1.0634	1.0604	1.0575	1.0547	1.0519
45	1.0854	1.0821	1.0789	1.0757	1.0725	1.0693	1.0661	1.0630	1.0599	1.0569
46	1.0926	1.0892	1.0858	1.0824	1.0790	1.0756	1.0722	1.0689	1.0656	1.0624
47	1.1004	1.0968	1.0932	1.0896	1.0860	1.0824	1.0788	1.0752	1.0717	1.0682
48	1.1087	1.1049	1.1011	1.0973	1.0935	1.0896	1.0858	1.0821	1.0783	1.0746
49	1.1175	1.1135	1.1095	1.1055	1.1015	1.0974	1.0934	1.0894	1.0854	1.0814
50	1.1269	1.1227	1.1185	1.1143	1.1101	1.1058	1.1015	1.0972	1.0930	1.0888
51	1.1369	1.1326	1.1282	1.1237	1.1192	1.1147	1.1102	1.1057	1.1012	1.0967
52	1.1476	1.1431	1.1384	1.1338	1.1291	1.1243	1.1195	1.1148	1.1100	1.1052
53	1.1590	1.1543	1.1494	1.1445	1.1396	1.1346	1.1296	1.1245	1.1194	1.1144
54	1.1712	1.1662	1.1612	1.1560	1.1509	1.1456	1.1403	1.1350	1.1296	1.1242
55	1.1842	1.1790	1.1737	1.1684	1.1629	1.1574	1.1518	1.1462	1.1406	1.1349
56	1.1981	1.1927	1.1872	1.1816	1.1759	1.1701	1.1643	1.1584	1.1524	1.1464
57	1.2131	1.2074	1.2017	1.1958	1.1899	1.1838	1.1777	1.1714	1.1652	1.1588
58	1.2291	1.2232	1.2173	1.2111	1.2049	1.1985	1.1921	1.1856	1.1789	1.1723
59	1.2464	1.2403	1.2340	1.2276	1.2211	1.2145	1.2077	1.2008	1.1939	1.1868
60	1.2650	1.2586	1.2521	1.2454	1.2386	1.2317	1.2246	1.2174	1.2101	1.2027
61	1.2851	1.2785	1.2717	1.2647	1.2576	1.2503	1.2429	1.2353	1.2276	1.2198
62	1.3068	1.2999	1.2928	1.2855	1.2781	1.2704	1.2627	1.2547	1.2467	1.2385
63	1.3302	1.3230	1.3156	1.3080	1.3002	1.2923	1.2841	1.2758	1.2673	1.2587
64	1.3554	1.3479	1.3402	1.3323	1.3242	1.3158	1.3073	1.2986	1.2897	1.2806
65	1.3827	1.3748	1.3668	1.3585	1.3500	1.3413	1.3323	1.3232	1.3139	1.3043
66	1.4119	1.4037	1.3953	1.3867	1.3778	1.3686	1.3593	1.3497	1.3399	1.3299
67	1.4432	1.4346	1.4259	1.4168	1.4075	1.3980	1.3882	1.3781	1.3678	1.3573
68	1.4768	1.4678	1.4587	1.4492	1.4395	1.4295	1.4192	1.4087	1.3979	1.3868
69	1.5131	1.5038	1.4942	1.4843	1.4741	1.4636	1.4528	1.4418	1.4304	1.4188
70	1.5526	1.5429	1.5328	1.5224	1.5117	1.5008	1.4895	1.4778	1.4659	1.4537

EMPLOYEE'S**BENEFICIARY'S AGE**

AGE	50	51	52	53	54	55	56	57	58	59
20	1.0053	1.0050	1.0046	1.0043	1.0041	1.0038	1.0035	1.0033	1.0031	1.0029
21	1.0057	1.0054	1.0050	1.0047	1.0044	1.0041	1.0038	1.0036	1.0033	1.0031
22	1.0062	1.0058	1.0054	1.0051	1.0048	1.0044	1.0041	1.0038	1.0036	1.0033
23	1.0068	1.0063	1.0059	1.0055	1.0052	1.0048	1.0045	1.0042	1.0039	1.0036
24	1.0074	1.0069	1.0064	1.0060	1.0056	1.0052	1.0049	1.0045	1.0042	1.0039
25	1.0080	1.0075	1.0070	1.0066	1.0061	1.0057	1.0053	1.0049	1.0045	1.0042
26	1.0088	1.0082	1.0077	1.0072	1.0067	1.0062	1.0058	1.0054	1.0050	1.0046
27	1.0096	1.0090	1.0084	1.0078	1.0073	1.0068	1.0063	1.0058	1.0054	1.0050
28	1.0105	1.0099	1.0092	1.0086	1.0080	1.0074	1.0069	1.0064	1.0059	1.0055
29	1.0116	1.0108	1.0101	1.0094	1.0088	1.0082	1.0076	1.0070	1.0065	1.0060
30	1.0127	1.0119	1.0111	1.0104	1.0097	1.0090	1.0083	1.0077	1.0072	1.0066
31	1.0140	1.0131	1.0122	1.0114	1.0106	1.0099	1.0092	1.0085	1.0079	1.0073
32	1.0154	1.0144	1.0135	1.0126	1.0117	1.0109	1.0101	1.0094	1.0087	1.0080
33	1.0169	1.0158	1.0148	1.0138	1.0129	1.0120	1.0112	1.0104	1.0096	1.0089
34	1.0186	1.0175	1.0163	1.0153	1.0142	1.0133	1.0123	1.0114	1.0106	1.0098
35	1.0205	1.0193	1.0180	1.0169	1.0157	1.0147	1.0136	1.0126	1.0117	1.0108
36	1.0226	1.0212	1.0199	1.0186	1.0174	1.0162	1.0151	1.0140	1.0130	1.0120
37	1.0249	1.0234	1.0220	1.0206	1.0192	1.0179	1.0167	1.0155	1.0144	1.0133
38	1.0275	1.0258	1.0242	1.0227	1.0212	1.0198	1.0185	1.0172	1.0159	1.0148
39	1.0303	1.0285	1.0268	1.0251	1.0235	1.0219	1.0205	1.0190	1.0177	1.0164
40	1.0334	1.0314	1.0296	1.0277	1.0260	1.0243	1.0227	1.0211	1.0196	1.0182
41	1.0368	1.0347	1.0326	1.0307	1.0287	1.0269	1.0251	1.0234	1.0218	1.0202
42	1.0406	1.0383	1.0360	1.0339	1.0318	1.0298	1.0278	1.0260	1.0242	1.0225
43	1.0446	1.0422	1.0397	1.0374	1.0351	1.0329	1.0308	1.0288	1.0268	1.0250
44	1.0491	1.0464	1.0438	1.0413	1.0388	1.0364	1.0341	1.0319	1.0297	1.0277
45	1.0539	1.0510	1.0482	1.0454	1.0428	1.0402	1.0376	1.0352	1.0329	1.0306
46	1.0592	1.0560	1.0530	1.0500	1.0471	1.0443	1.0415	1.0389	1.0363	1.0339
47	1.0648	1.0615	1.0582	1.0549	1.0518	1.0487	1.0458	1.0429	1.0401	1.0374
48	1.0709	1.0673	1.0638	1.0603	1.0569	1.0536	1.0503	1.0472	1.0442	1.0413
49	1.0775	1.0736	1.0698	1.0661	1.0624	1.0588	1.0553	1.0519	1.0487	1.0455
50	1.0846	1.0804	1.0763	1.0723	1.0684	1.0645	1.0607	1.0571	1.0535	1.0501
51	1.0922	1.0878	1.0834	1.0791	1.0748	1.0707	1.0666	1.0626	1.0588	1.0550
52	1.1004	1.0957	1.0910	1.0864	1.0818	1.0774	1.0730	1.0687	1.0645	1.0604
53	1.1093	1.1043	1.0993	1.0943	1.0894	1.0846	1.0799	1.0753	1.0707	1.0663
54	1.1189	1.1135	1.1082	1.1029	1.0977	1.0925	1.0874	1.0824	1.0776	1.0728
55	1.1292	1.1235	1.1178	1.1122	1.1066	1.1011	1.0956	1.0902	1.0850	1.0798
56	1.1404	1.1343	1.1283	1.1223	1.1163	1.1104	1.1045	1.0988	1.0931	1.0876
57	1.1524	1.1461	1.1397	1.1333	1.1269	1.1206	1.1143	1.1081	1.1020	1.0960
58	1.1655	1.1588	1.1520	1.1452	1.1384	1.1317	1.1249	1.1183	1.1118	1.1053
59	1.1797	1.1726	1.1654	1.1582	1.1510	1.1438	1.1366	1.1295	1.1225	1.1155
60	1.1952	1.1876	1.1800	1.1723	1.1647	1.1570	1.1494	1.1418	1.1342	1.1268
61	1.2119	1.2040	1.1959	1.1878	1.1796	1.1715	1.1633	1.1552	1.1471	1.1392
62	1.2302	1.2217	1.2132	1.2046	1.1960	1.1873	1.1786	1.1699	1.1613	1.1528
63	1.2499	1.2411	1.2321	1.2230	1.2138	1.2046	1.1953	1.1861	1.1769	1.1677
64	1.2714	1.2620	1.2525	1.2429	1.2332	1.2234	1.2136	1.2037	1.1939	1.1841
65	1.2946	1.2848	1.2747	1.2646	1.2543	1.2439	1.2334	1.2229	1.2124	1.2019
66	1.3197	1.3093	1.2987	1.2880	1.2771	1.2661	1.2550	1.2438	1.2326	1.2214
67	1.3466	1.3356	1.3245	1.3131	1.3016	1.2900	1.2782	1.2663	1.2544	1.2424
68	1.3755	1.3640	1.3522	1.3403	1.3281	1.3158	1.3033	1.2907	1.2780	1.2653
69	1.4069	1.3948	1.3824	1.3698	1.3569	1.3439	1.3306	1.3173	1.3038	1.2902
70	1.4412	1.4284	1.4154	1.4020	1.3884	1.3746	1.3606	1.3464	1.3320	1.3176

EMPLOYEE'S**BENEFICIARY'S AGE**

AGE	60	61	62	63	64	65	66	67	68	69
20	1.0027	1.0025	1.0023	1.0021	1.0020	1.0018	1.0017	1.0015	1.0014	1.0013
21	1.0029	1.0026	1.0024	1.0023	1.0021	1.0019	1.0018	1.0016	1.0015	1.0014
22	1.0031	1.0028	1.0026	1.0024	1.0022	1.0021	1.0019	1.0017	1.0016	1.0015
23	1.0033	1.0031	1.0028	1.0026	1.0024	1.0022	1.0020	1.0019	1.0017	1.0016
24	1.0036	1.0033	1.0031	1.0028	1.0026	1.0024	1.0022	1.0020	1.0018	1.0017
25	1.0039	1.0036	1.0033	1.0031	1.0028	1.0026	1.0024	1.0022	1.0020	1.0018
26	1.0042	1.0039	1.0036	1.0033	1.0030	1.0028	1.0026	1.0023	1.0021	1.0019
27	1.0046	1.0043	1.0039	1.0036	1.0033	1.0030	1.0028	1.0025	1.0023	1.0021
28	1.0051	1.0047	1.0043	1.0039	1.0036	1.0033	1.0030	1.0028	1.0025	1.0023
29	1.0055	1.0051	1.0047	1.0043	1.0040	1.0036	1.0033	1.0030	1.0027	1.0025
30	1.0061	1.0056	1.0052	1.0047	1.0043	1.0040	1.0036	1.0033	1.0030	1.0027
31	1.0067	1.0062	1.0057	1.0052	1.0048	1.0044	1.0040	1.0036	1.0033	1.0030
32	1.0074	1.0068	1.0063	1.0057	1.0053	1.0048	1.0044	1.0040	1.0036	1.0033
33	1.0082	1.0075	1.0069	1.0063	1.0058	1.0053	1.0048	1.0044	1.0040	1.0036
34	1.0090	1.0083	1.0077	1.0070	1.0064	1.0059	1.0054	1.0049	1.0044	1.0040
35	1.0100	1.0092	1.0085	1.0078	1.0071	1.0065	1.0059	1.0054	1.0049	1.0044
36	1.0111	1.0102	1.0094	1.0086	1.0079	1.0072	1.0066	1.0060	1.0055	1.0049
37	1.0123	1.0113	1.0104	1.0096	1.0088	1.0080	1.0073	1.0067	1.0061	1.0055
38	1.0137	1.0126	1.0116	1.0107	1.0098	1.0090	1.0082	1.0074	1.0068	1.0061
39	1.0152	1.0140	1.0129	1.0119	1.0109	1.0100	1.0091	1.0083	1.0076	1.0068
40	1.0169	1.0156	1.0144	1.0132	1.0122	1.0111	1.0102	1.0093	1.0084	1.0077
41	1.0188	1.0173	1.0160	1.0148	1.0136	1.0124	1.0114	1.0104	1.0095	1.0086
42	1.0209	1.0193	1.0178	1.0164	1.0151	1.0139	1.0127	1.0116	1.0106	1.0096
43	1.0232	1.0215	1.0199	1.0183	1.0169	1.0155	1.0142	1.0130	1.0119	1.0108
44	1.0257	1.0239	1.0221	1.0204	1.0188	1.0173	1.0159	1.0145	1.0132	1.0121
45	1.0285	1.0265	1.0245	1.0227	1.0209	1.0192	1.0177	1.0162	1.0148	1.0135
46	1.0316	1.0293	1.0272	1.0251	1.0232	1.0214	1.0196	1.0180	1.0165	1.0150
47	1.0349	1.0324	1.0301	1.0278	1.0257	1.0237	1.0218	1.0200	1.0183	1.0167
48	1.0385	1.0358	1.0332	1.0308	1.0285	1.0263	1.0242	1.0222	1.0203	1.0185
49	1.0424	1.0395	1.0367	1.0340	1.0315	1.0290	1.0267	1.0246	1.0225	1.0206
50	1.0467	1.0435	1.0405	1.0375	1.0347	1.0321	1.0296	1.0272	1.0249	1.0228
51	1.0514	1.0479	1.0446	1.0414	1.0383	1.0354	1.0326	1.0300	1.0275	1.0252
52	1.0565	1.0527	1.0491	1.0456	1.0422	1.0391	1.0360	1.0331	1.0304	1.0278
53	1.0621	1.0580	1.0540	1.0502	1.0465	1.0430	1.0397	1.0366	1.0336	1.0307
54	1.0682	1.0637	1.0594	1.0552	1.0513	1.0474	1.0438	1.0403	1.0370	1.0339
55	1.0749	1.0700	1.0653	1.0608	1.0564	1.0523	1.0483	1.0445	1.0409	1.0375
56	1.0822	1.0769	1.0718	1.0669	1.0622	1.0576	1.0533	1.0491	1.0451	1.0414
57	1.0902	1.0845	1.0790	1.0736	1.0685	1.0635	1.0588	1.0542	1.0499	1.0457
58	1.0990	1.0929	1.0869	1.0811	1.0755	1.0701	1.0649	1.0599	1.0551	1.0506
59	1.1088	1.1021	1.0956	1.0893	1.0832	1.0774	1.0717	1.0662	1.0610	1.0561
60	1.1195	1.1123	1.1053	1.0985	1.0919	1.0854	1.0793	1.0733	1.0676	1.0622
61	1.1313	1.1236	1.1160	1.1086	1.1014	1.0944	1.0877	1.0812	1.0750	1.0690
62	1.1443	1.1360	1.1278	1.1198	1.1120	1.1045	1.0971	1.0900	1.0832	1.0766
63	1.1586	1.1497	1.1408	1.1322	1.1238	1.1156	1.1076	1.0998	1.0924	1.0852
64	1.1743	1.1647	1.1552	1.1459	1.1367	1.1278	1.1192	1.1107	1.1026	1.0947
65	1.1915	1.1812	1.1710	1.1609	1.1510	1.1414	1.1320	1.1228	1.1139	1.1053
66	1.2102	1.1991	1.1882	1.1773	1.1667	1.1562	1.1460	1.1361	1.1264	1.1170
67	1.2305	1.2186	1.2068	1.1952	1.1837	1.1724	1.1614	1.1506	1.1400	1.1298
68	1.2525	1.2398	1.2272	1.2147	1.2023	1.1901	1.1782	1.1665	1.1550	1.1439
69	1.2766	1.2630	1.2495	1.2361	1.2228	1.2097	1.1967	1.1841	1.1716	1.1595
70	1.3031	1.2886	1.2741	1.2597	1.2454	1.2313	1.2173	1.2036	1.1901	1.1770

EMPLOYEE'S**BENEFICIARY'S AGE**

AGE	70	71	72	73	74	75	76	77	78	79
20	1.0012	1.0011	1.0010	1.0009	1.0008	1.0007	1.0007	1.0006	1.0006	1.0005
21	1.0013	1.0011	1.0010	1.0009	1.0009	1.0008	1.0007	1.0006	1.0006	1.0005
22	1.0013	1.0012	1.0011	1.0010	1.0009	1.0008	1.0008	1.0007	1.0006	1.0006
23	1.0014	1.0013	1.0012	1.0011	1.0010	1.0009	1.0008	1.0007	1.0007	1.0006
24	1.0015	1.0014	1.0013	1.0011	1.0010	1.0009	1.0008	1.0008	1.0007	1.0006
25	1.0016	1.0015	1.0014	1.0012	1.0011	1.0010	1.0009	1.0008	1.0007	1.0007
26	1.0018	1.0016	1.0015	1.0013	1.0012	1.0011	1.0010	1.0009	1.0008	1.0007
27	1.0019	1.0017	1.0016	1.0014	1.0013	1.0012	1.0010	1.0009	1.0008	1.0008
28	1.0021	1.0019	1.0017	1.0015	1.0014	1.0013	1.0011	1.0010	1.0009	1.0008
29	1.0023	1.0020	1.0018	1.0017	1.0015	1.0014	1.0012	1.0011	1.0010	1.0009
30	1.0025	1.0022	1.0020	1.0018	1.0016	1.0015	1.0013	1.0012	1.0011	1.0010
31	1.0027	1.0024	1.0022	1.0020	1.0018	1.0016	1.0014	1.0013	1.0012	1.0010
32	1.0030	1.0027	1.0024	1.0022	1.0020	1.0018	1.0016	1.0014	1.0013	1.0011
33	1.0033	1.0030	1.0027	1.0024	1.0022	1.0019	1.0017	1.0016	1.0014	1.0012
34	1.0036	1.0033	1.0029	1.0026	1.0024	1.0021	1.0019	1.0017	1.0015	1.0014
35	1.0040	1.0036	1.0033	1.0029	1.0026	1.0024	1.0021	1.0019	1.0017	1.0015
36	1.0045	1.0040	1.0036	1.0033	1.0029	1.0026	1.0023	1.0021	1.0019	1.0017
37	1.0050	1.0045	1.0040	1.0036	1.0032	1.0029	1.0026	1.0023	1.0021	1.0019
38	1.0055	1.0050	1.0045	1.0040	1.0036	1.0033	1.0029	1.0026	1.0023	1.0021
39	1.0062	1.0056	1.0050	1.0045	1.0041	1.0036	1.0033	1.0029	1.0026	1.0023
40	1.0069	1.0063	1.0056	1.0051	1.0046	1.0041	1.0037	1.0033	1.0029	1.0026
41	1.0078	1.0070	1.0063	1.0057	1.0051	1.0046	1.0041	1.0037	1.0033	1.0030
42	1.0087	1.0079	1.0071	1.0064	1.0058	1.0052	1.0047	1.0042	1.0037	1.0033
43	1.0098	1.0089	1.0080	1.0072	1.0065	1.0059	1.0053	1.0047	1.0042	1.0038
44	1.0110	1.0099	1.0090	1.0081	1.0073	1.0066	1.0059	1.0053	1.0048	1.0043
45	1.0122	1.0111	1.0101	1.0091	1.0082	1.0074	1.0067	1.0060	1.0054	1.0048
46	1.0137	1.0124	1.0112	1.0102	1.0092	1.0083	1.0075	1.0067	1.0060	1.0054
47	1.0152	1.0138	1.0125	1.0113	1.0103	1.0093	1.0083	1.0075	1.0068	1.0061
48	1.0169	1.0154	1.0139	1.0126	1.0114	1.0103	1.0093	1.0084	1.0075	1.0068
49	1.0187	1.0170	1.0155	1.0140	1.0127	1.0115	1.0104	1.0093	1.0084	1.0076
50	1.0208	1.0189	1.0172	1.0156	1.0141	1.0127	1.0115	1.0104	1.0093	1.0084
51	1.0230	1.0209	1.0190	1.0172	1.0156	1.0141	1.0128	1.0115	1.0104	1.0093
52	1.0254	1.0231	1.0210	1.0191	1.0173	1.0156	1.0141	1.0128	1.0115	1.0103
53	1.0280	1.0255	1.0232	1.0211	1.0191	1.0173	1.0156	1.0141	1.0127	1.0115
54	1.0310	1.0282	1.0257	1.0233	1.0211	1.0191	1.0173	1.0156	1.0141	1.0127
55	1.0342	1.0312	1.0284	1.0258	1.0234	1.0212	1.0192	1.0173	1.0156	1.0140
56	1.0378	1.0345	1.0314	1.0285	1.0259	1.0234	1.0212	1.0191	1.0173	1.0156
57	1.0418	1.0382	1.0348	1.0316	1.0287	1.0260	1.0235	1.0212	1.0191	1.0172
58	1.0463	1.0423	1.0385	1.0350	1.0318	1.0288	1.0261	1.0236	1.0213	1.0192
59	1.0513	1.0469	1.0428	1.0389	1.0353	1.0320	1.0290	1.0262	1.0237	1.0213
60	1.0570	1.0521	1.0475	1.0433	1.0393	1.0357	1.0323	1.0292	1.0264	1.0238
61	1.0633	1.0579	1.0529	1.0482	1.0438	1.0398	1.0361	1.0326	1.0295	1.0266
62	1.0704	1.0645	1.0589	1.0537	1.0489	1.0445	1.0403	1.0365	1.0330	1.0298
63	1.0783	1.0718	1.0657	1.0600	1.0547	1.0497	1.0451	1.0409	1.0370	1.0334
64	1.0872	1.0801	1.0733	1.0670	1.0611	1.0557	1.0506	1.0459	1.0415	1.0375
65	1.0971	1.0892	1.0818	1.0749	1.0684	1.0623	1.0567	1.0515	1.0466	1.0422
66	1.1080	1.0994	1.0912	1.0836	1.0764	1.0697	1.0635	1.0577	1.0524	1.0474
67	1.1200	1.1105	1.1016	1.0932	1.0853	1.0780	1.0711	1.0647	1.0587	1.0532
68	1.1332	1.1229	1.1131	1.1039	1.0952	1.0871	1.0795	1.0724	1.0658	1.0597
69	1.1478	1.1366	1.1259	1.1158	1.1062	1.0973	1.0889	1.0811	1.0738	1.0670
70	1.1642	1.1520	1.1402	1.1292	1.1187	1.1088	1.0996	1.0909	1.0829	1.0754

EMPLOYEE'S

BENEFICIARY'S AGE

AGE	80	81	82	83	84	85	86	87	88	89
20	1.0004	1.0004	1.0004	1.0003	1.0003	1.0003	1.0002	1.0002	1.0002	1.0002
21	1.0005	1.0004	1.0004	1.0003	1.0003	1.0003	1.0002	1.0002	1.0002	1.0002
22	1.0005	1.0005	1.0004	1.0004	1.0003	1.0003	1.0003	1.0002	1.0002	1.0002
23	1.0005	1.0005	1.0004	1.0004	1.0003	1.0003	1.0003	1.0002	1.0002	1.0002
24	1.0006	1.0005	1.0005	1.0004	1.0004	1.0003	1.0003	1.0003	1.0002	1.0002
25	1.0006	1.0005	1.0005	1.0004	1.0004	1.0003	1.0003	1.0003	1.0002	1.0002
26	1.0006	1.0006	1.0005	1.0005	1.0004	1.0004	1.0003	1.0003	1.0003	1.0002
27	1.0007	1.0006	1.0006	1.0005	1.0004	1.0004	1.0004	1.0003	1.0003	1.0002
28	1.0007	1.0007	1.0006	1.0005	1.0005	1.0004	1.0004	1.0003	1.0003	1.0003
29	1.0008	1.0007	1.0006	1.0006	1.0005	1.0005	1.0004	1.0004	1.0003	1.0003
30	1.0009	1.0008	1.0007	1.0006	1.0006	1.0005	1.0004	1.0004	1.0003	1.0003
31	1.0009	1.0008	1.0007	1.0007	1.0006	1.0005	1.0005	1.0004	1.0004	1.0003
32	1.0010	1.0009	1.0008	1.0007	1.0006	1.0006	1.0005	1.0005	1.0004	1.0004
33	1.0011	1.0010	1.0009	1.0008	1.0007	1.0006	1.0006	1.0005	1.0004	1.0004
34	1.0012	1.0011	1.0010	1.0009	1.0008	1.0007	1.0006	1.0005	1.0005	1.0004
35	1.0013	1.0012	1.0011	1.0010	1.0008	1.0008	1.0007	1.0006	1.0005	1.0005
36	1.0015	1.0013	1.0012	1.0011	1.0009	1.0008	1.0007	1.0006	1.0006	1.0005
37	1.0017	1.0015	1.0013	1.0012	1.0010	1.0009	1.0008	1.0007	1.0006	1.0006
38	1.0018	1.0016	1.0015	1.0013	1.0012	1.0010	1.0009	1.0008	1.0007	1.0006
39	1.0021	1.0018	1.0016	1.0015	1.0013	1.0011	1.0010	1.0009	1.0008	1.0007
40	1.0023	1.0021	1.0018	1.0016	1.0015	1.0013	1.0011	1.0010	1.0009	1.0008
41	1.0026	1.0023	1.0021	1.0019	1.0016	1.0015	1.0013	1.0011	1.0010	1.0009
42	1.0030	1.0027	1.0024	1.0021	1.0019	1.0017	1.0015	1.0013	1.0011	1.0010
43	1.0034	1.0030	1.0027	1.0024	1.0021	1.0019	1.0017	1.0015	1.0013	1.0011
44	1.0038	1.0034	1.0030	1.0027	1.0024	1.0021	1.0019	1.0017	1.0015	1.0013
45	1.0043	1.0039	1.0034	1.0031	1.0027	1.0024	1.0021	1.0019	1.0017	1.0015
46	1.0048	1.0043	1.0039	1.0035	1.0031	1.0027	1.0024	1.0021	1.0019	1.0017
47	1.0054	1.0049	1.0044	1.0039	1.0035	1.0031	1.0027	1.0024	1.0021	1.0019
48	1.0061	1.0055	1.0049	1.0044	1.0039	1.0035	1.0031	1.0027	1.0024	1.0021
49	1.0068	1.0061	1.0054	1.0049	1.0043	1.0039	1.0034	1.0031	1.0027	1.0024
50	1.0076	1.0068	1.0061	1.0054	1.0049	1.0043	1.0038	1.0034	1.0030	1.0027
51	1.0084	1.0075	1.0067	1.0060	1.0054	1.0048	1.0043	1.0038	1.0034	1.0030
52	1.0093	1.0084	1.0075	1.0067	1.0060	1.0053	1.0048	1.0042	1.0037	1.0033
53	1.0103	1.0093	1.0083	1.0074	1.0066	1.0059	1.0053	1.0047	1.0042	1.0037
54	1.0114	1.0102	1.0092	1.0082	1.0074	1.0066	1.0059	1.0052	1.0046	1.0041
55	1.0126	1.0113	1.0102	1.0091	1.0082	1.0073	1.0065	1.0058	1.0051	1.0045
56	1.0140	1.0126	1.0113	1.0101	1.0090	1.0081	1.0072	1.0064	1.0057	1.0050
57	1.0155	1.0139	1.0125	1.0112	1.0100	1.0089	1.0080	1.0071	1.0063	1.0056
58	1.0172	1.0155	1.0139	1.0124	1.0111	1.0099	1.0088	1.0079	1.0070	1.0062
59	1.0192	1.0172	1.0155	1.0139	1.0124	1.0111	1.0099	1.0088	1.0078	1.0069
60	1.0214	1.0192	1.0173	1.0155	1.0138	1.0124	1.0110	1.0098	1.0087	1.0077
61	1.0239	1.0215	1.0193	1.0173	1.0155	1.0138	1.0123	1.0110	1.0097	1.0086
62	1.0268	1.0241	1.0217	1.0195	1.0174	1.0155	1.0139	1.0123	1.0109	1.0097
63	1.0301	1.0271	1.0244	1.0219	1.0196	1.0175	1.0156	1.0139	1.0123	1.0109
64	1.0339	1.0305	1.0275	1.0247	1.0221	1.0198	1.0176	1.0157	1.0139	1.0123
65	1.0381	1.0344	1.0310	1.0278	1.0250	1.0223	1.0199	1.0178	1.0158	1.0140
66	1.0429	1.0387	1.0349	1.0314	1.0282	1.0252	1.0225	1.0201	1.0179	1.0158
67	1.0482	1.0435	1.0393	1.0353	1.0317	1.0284	1.0254	1.0227	1.0202	1.0179
68	1.0541	1.0489	1.0442	1.0398	1.0358	1.0321	1.0287	1.0256	1.0228	1.0202
69	1.0608	1.0550	1.0497	1.0448	1.0403	1.0362	1.0324	1.0289	1.0258	1.0229
70	1.0684	1.0620	1.0561	1.0506	1.0456	1.0410	1.0367	1.0328	1.0293	1.0260

SPX SUPPLEMENTAL RETIREMENT SAVINGS PLAN

As Amended and Restated August 15, 2022

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SPX SUPPLEMENTAL RETIREMENT SAVINGS PLAN

The SPX Supplemental Retirement Savings Plan (the “Plan”) was originally adopted effective January 1, 1990, amended from time to time thereafter and is now amended and restated effective as of August 15, 2022 (the “Restatement Date”). The Plan was previously known as the SPX Corporation Supplemental Retirement Savings Plan and is hereby renamed as of the Restatement Date.

The Plan was originally established and maintained by SPX Corporation, and effective as of the Restatement Date, the liability, maintenance and sponsorship of the Plan was transferred to SPX Enterprises, LLC. The Plan is currently maintained by SPX Enterprises, LLC to allow an eligible Employee to (a) make pre-tax salary reduction contributions, and (b) receive Company matching contributions, in each case, in excess of those permitted by the Qualified Savings Plan (defined below).

The provisions of this Plan are only applicable to Participants who were in the employ of the Company (defined below) on or after May 31, 2008 (except as otherwise provided in the Plan). Participants who retired prior to that date (or the surviving spouses or beneficiaries of such Participants) shall be eligible for benefits, if any, under the terms of the Plan then in effect, or as subsequently amended such that the amended terms apply to such persons.

ARTICLE I DEFINITIONS

Wherever used herein the following terms shall have the meanings hereinafter set forth:

- 1.1 “**Accounting Date**” means each business day.
- 1.2 “**Administrator**” means the Company, as set forth in Section 6.1.
- 1.3 “**Affiliated Company**” or “**Affiliate**” means any corporation, trade or business entity which is a member of a controlled group of corporations, trades or businesses, or an affiliated service group, of which the Company is also a member, as provided in Code Sections 414(b), (c), (m) or (o).
- 1.4 “**Beneficiary**” means the person, trust or estate designated (or deemed designated) to receive the balance of the Participant’s account under the Qualified Savings Plan.
- 1.5 “**Board**” means the Board of Directors of SPX Technologies, Inc.
- 1.6 “**Code**” means the Internal Revenue Code of 1986, as amended from time to time, and any regulations relating thereto.
- 1.7 “**Company**” means (a) SPX Enterprises, LLC, (b) any Affiliated Company or Affiliate, provided that any such Affiliated Company or Affiliate shall be included in the definition of “Company” only to the extent determined by action of the officer of SPX Enterprises, LLC empowered to make such employee benefit determinations, and (c) any other entity resulting from a reorganization, merger or consolidation into or with the Company, or a transfer or sale of substantially all of the assets of the Company. For the avoidance of doubt, prior to the Restatement Date, “Company” under the foregoing clause (a) above referred to SPX Corporation.

1.8 “**Compensation**” means the total amount paid to a Participant by the Company inclusive of bonuses, overtime pay, pre-tax contributions to the Qualified Savings Plan, and salary reduction contributions to this Plan, but excluding therefrom those items excluded from Compensation under the Qualified Savings Plan. Notwithstanding the foregoing, Compensation shall not be reduced pursuant to the application of Code Section 401(a)(17), which applies to the Qualified Savings Plan but shall not be applied to this Plan.

1.9 “**Compensation Committee**” or “**Committee**” means the Compensation Committee of the Board. When used herein, “Committee” shall also include any person or persons to whom the Committee’s authority has been lawfully delegated.

1.10 “**Deferred Account**” or “**Account**” means the Participant’s interest in the Plan and includes separate salary reduction and Company matching contributions accounts for each of the Deferred Mutual Funds for which Deferred Mutual Fund Units are credited to Participant Deferred Accounts, as described in Sections 4.1 and 4.2. Participant Accounts may be further sub-divided for different time periods as provided in Section 4.1.

1.11 “**Deferred Mutual Fund**” means a mutual fund or other security designated by the Compensation Committee for purposes of measuring the value of a Deferred Account established pursuant to Article IV of the Plan.

1.12 “**Deferred Mutual Fund Unit**” means the equivalent of one share of a Deferred Mutual Fund.

1.13 “**Dividend Date**” means the payment date of any dividend declared on a Deferred Mutual Fund.

1.14 “**Employee**” means an employee of the Company who is eligible to participate under the Qualified Savings Plan (or any successor or replacement to the Qualified Savings Plan). The term “Employee” shall also include each employee of the Company who participated in the Deferred Compensation Plan of United Dominion Industries, Inc. (the “UDI Plan”) or the Deferred Compensation Plan for Employees of Litwin Engineers & Contractors, Inc. (the “Litwin Plan”) and whose Account Balance (as that term is defined in the UDI Plan), as of January 1, 2002, or Benefit Account (as that term is defined in the Litwin Plan), as of January 1, 2002, was transferred to the Plan despite the fact that such employee does not meet the eligibility requirements to actively participate in the Plan.

1.15 “**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

1.16 “**Executive Annual Incentive Plan**” means the Company’s Executive Annual Incentive Plan and each applicable successor or replacement plan to such plan.

1.17 “**Executive Bonus Plan**” means the Company’s 2008 Executive Bonus Plan and each applicable successor or replacement plan to such plan.

1.18 “**Participant**” means an Employee who is eligible to participate in this Plan pursuant to Article II hereof who has filed a deferral election and shall also include (i) a former Employee or current non-eligible Employee who continues to have an Account under this Plan and (ii) any person who has an Account under the Plan in accordance with the last sentence of Section 1.14 (regarding transfers from the UDI Plan or Litwin Plan) or Section 10.1 (regarding transfers from the GSX Plan).

1.19 “**Plan**” means this SPX Supplemental Retirement Savings Plan.

1.20 “**Plan Year**” means the calendar year.

1.21 “**Qualified Savings Plan**” means the Company’s tax-qualified 401(k) plan, the SPX Retirement Savings and Stock Ownership Plan and each predecessor, successor or replacement to the said Qualified Savings Plan.

1.22 “**Recordkeeper**” means the organization selected by the Company to keep information concerning the Account of each Participant in the Plan.

1.23 “**Trustee**” means the person or entity chosen by the Company to hold Company assets which may be used to provide benefits under this Plan. The assets of any such trust remain the Company’s property and will be subject to the claims of creditors should the Company become insolvent.

Words in the masculine gender shall include the feminine and the singular shall include the plural, and vice versa, unless qualified by the context. Any headings used herein are included for ease of reference only, and are not to be construed so as to alter the terms hereof.

ARTICLE II ELIGIBILITY

2.1 Participation.

(a) For Plan Years After 2010. Effective as of December 31, 2010, and commencing with the 2011 Plan Year, an Employee shall be eligible to be a Participant hereunder if such Employee (i) is eligible to participate in the Executive Annual Incentive Plan (as determined under the terms of such plan) and has a pay grade level of 0 to 4, (ii) is eligible to participate in the Executive Bonus Plan (as determined under the terms of such plan) and has a pay grade level of 0 to 4, or (iii) has a positive Account balance under the Plan as of December 31, 2010. For an Employee that meets such criteria as of December 31, 2010, eligibility to participate in the Plan shall be immediate.

For an Employee that meets such criteria in a Plan Year after December 31, 2010, and subject to Section 2.2, such Employee shall be eligible to participate in the Plan depending on when such criteria was met within the Plan Year:

(i) if the Employee meets such criteria in a Plan Year between January 1 and October 31 of such Plan Year, the Employee shall be eligible to participate in the Plan in the first Plan Year following such Plan Year; and

(ii) if the Employee meets such criteria in a Plan Year between November 1 and December 31 of such Plan Year, the Employee shall be eligible to participate in the Plan in the second Plan Year following such Plan Year.

For a Participant who ceases to be eligible to participate in the Plan in accordance with Section 2.2, and then subsequently again meets the eligibility criteria described in the first sentence of Section 2.1(a), such Employee's eligibility to participate in the Plan again shall be determined in the same manner as above (with the subsequent meeting of the eligibility criteria keying when eligibility commences again).

(b) For Plan Years Before 2011. For Plan Years before 2011, eligibility to participate in the Plan shall be determined according to the provisions and terms then in effect under the Plan (and in accordance with Code Section 409A to the extent applicable).

(c) Eligible Employees shall be notified of their ability to participate in the Plan and shall be offered the opportunity to make contributions hereunder, as set forth at Section 3.1 hereof.

2.2 Reduction in Status; Removal From Participation. If an Employee ceases to meet the eligibility criteria described in the first sentence of Section 2.1(a), such Employee shall cease to be eligible to participate in the Plan at the end of the applicable Plan Year and the Participant shall make no further contributions to this Plan, nor shall the Company make any further contributions on his behalf. However, his Deferred Account shall continue to be held for his benefit pursuant to the terms of this Plan, and it shall continue to be credited with earnings, gains and losses as provided under Article IV.

2.3 FLOW Transferees.

As part of the Separation and Distribution Agreement by and between the Company and SPX FLOW, Inc. dated as of September 22, 2015 (and as may be amended from time to time), the Company and SPX FLOW, Inc. entered into the Employee Matters Agreement (the "EMA"). In accordance with the EMA, all liabilities for Flowco Employees (as defined in the EMA) who participate in the Plan are to be transferred to the SPX FLOW Supplemental Retirement Savings Plan (the "FLOW SRSP Plan") as of September 25, 2015 (such Flowco Employees referred to as "Flow Transferees"). As of such date, Flow Transferees shall cease to be Participants under this Plan and shall become participants in the FLOW SRSP Plan.

From and after September 25, 2015, neither the Company nor this Plan shall have any liability with respect to the former participation by Flow Transferees in this Plan, and Flow Transferees shall not be entitled to any payment of any benefits under the Plan. References to the FLOW SRSP Plan in this Plan are descriptive only, and neither the Company nor this Plan guarantees any payments or rights under the FLOW SRSP Plan. The provisions of this Section 2.3 shall supersede any provision in the Plan to the contrary.

ARTICLE III
CONTRIBUTIONS AND DEFERRAL ACCOUNTS

3.1 Elections To Contribute.

(a) With respect to a Plan Year, a Participant may elect to have a percentage of Compensation deferred under this Plan with respect to any Compensation for services performed during the given Plan Year, even if such Compensation is paid during the following Plan Year. Such deferrals shall occur on a per payroll basis, and shall be credited by the Company to this Plan. Such an election with respect to any Plan Year must be made no later than December 31st of the preceding Plan Year, during the time period prescribed by the Administrator. Such elections shall be irrevocable for the applicable Plan Year after the election deadline provided in the preceding sentence.

A Participant may separately elect (i) a basic deferral percentage (in 1% increments, up to 50% of Compensation, which includes, without limitation, bonuses except for the bonus (if any) paid under the Executive Bonus Plan and/or Executive Annual Incentive Plan), and (ii) a supplemental bonus deferral percentage (in 1% increments, up to 100%), applicable only to the bonus (if any) paid under the Executive Bonus Plan and/or Executive Annual Incentive Plan.

Notwithstanding the foregoing, no deferrals and crediting are made under this Plan with respect to a Participant until the Applicable Limitation in the Qualified Savings Plan has been reached for the applicable Plan Year in which such Compensation was paid. For these purposes, "Applicable Limitation" means the limitation on benefits and compensation imposed on the Qualified Savings Plan by Code Section 401(a)(17).

A newly eligible Participant whose eligibility timing is determined pursuant to the second paragraph of Section 2.1(a) shall make elections to contribute with respect to the applicable Plan Year in the same manner as provided above.

(b) Notwithstanding the foregoing, the applicable deferral percentages permitted under this Section 3.1 shall be reduced to the extent required by Code Section 409A with respect to a newly-eligible Participant (which shall include an Employee deemed to be "initially eligible" as provided under Code Section 409A).

(c) The contribution election procedures described in this Section 3.1 shall apply with respect to Participant Compensation in Plan Years after 2015. For Plan Years prior to 2016, the contribution election procedures shall be determined according to the applicable provisions and terms then in effect under the Plan (and in accordance with Code Section 409A to the extent applicable). For avoidance of doubt, no bonuses with respect to services performed in the 2015 Plan Year shall be eligible for deferral under the Plan, even if paid after the 2015 Plan Year.

3.2 Duration of Election. A Participant's election to defer Compensation under this Plan as described at Section 3.1 above shall remain in effect only for the Plan Year (or portion thereof) for which it applies. Notwithstanding any other provision of the Plan to the contrary, a Participant's deferral election for a Plan Year shall be cancelled upon the Participant having his deferrals under the Qualified Saving Plan suspended due to receiving a hardship distribution under the Qualified Savings Plan.

3.3 **[Reserved].**

3.4 **Company Matching Contributions.** For each Plan Year, a Participant's Account under this Plan shall be credited with a matching contribution equal to a percentage (the same percentage of Compensation as matched by the Company under the Qualified Savings Plan) of his deferrals for such Plan Year, to the extent such deferrals have not received a match on that percentage of Compensation under the Qualified Savings Plan. The matching contribution to be made under this Plan shall follow any increase or decrease in the match made for the Qualified Savings Plan, and shall be made only after the maximum match has been made under the Qualified Savings Plan.

3.5 **Vesting of Participant Deferrals.** A Participant shall be fully vested in all allocations made to his Account pursuant to Section 3.1 and in the Company matching contribution credits made to his Account pursuant to Section 3.4.

**ARTICLE IV
PARTICIPANTS' ACCOUNT AND INVESTMENT CREDITS**

4.1 **Participants' Accounts.** A separate Deferred Account shall be established by the Recordkeeper for each Participant which shall accurately reflect his interest in this Plan. Each Account shall consist of two sub-Accounts, one for the Participant's deferrals made to this Plan pursuant to Section 3.1, and one for the Company matching contribution credits made pursuant to Section 3.4 (including, for each sub-Account, applicable credited earnings, gains and losses).

Each Participant's Account shall further be sub-divided into six accounts: one account for deferral and matching contribution credit amounts (including applicable credited earnings, gains and losses) attributable to calendar years before 2005 (the "Pre-2005 Account"), four separate accounts for deferral and matching contribution credit amounts (including applicable credited earnings, gains and losses) attributable to each calendar year after 2004 and before 2009 (the "2005-2008 Calendar Year Accounts"), and one account for deferral and matching contribution credit amounts (including applicable credited earnings, gains and losses) attributable to calendar years after 2008 (the "Post-2008 Account").

4.2 **Deferred Mutual Fund Credits.** The Company shall establish a Deferred Account for each Participant who makes an election to defer Compensation, as provided in Section 3.1. The balance of a Participant's Deferred Account is dependent upon the value of the Deferred Mutual Fund Units in the Deferred Account, and is therefore subject to market fluctuations in value until distributed to a Participant.

4.3 **Selection of Deferred Mutual Funds.** Each Participant (and Beneficiary, as provided at Section 5.5) shall be permitted to direct the manner in which credits to his Account shall be treated as invested from among such Deferred Mutual Funds determined by the Compensation Committee from time to time and communicated to Participants. Each Participant shall choose the percentage of his Account treated as invested in each Deferred Mutual Fund provided that not less than 5% (or such other percentage as set by the Company) of the Participant's contributions and Company contributions shall be designated for any one such Deferred Mutual Fund. To the extent a Participant (or Beneficiary if applicable) does not provide any investment direction, the Company may select a Deferred Mutual Fund for which the Participant (or Beneficiary if applicable) will be deemed to have directed his Account be invested in.

4.4 **Changing Deferred Mutual Funds.** A Participant may elect to change the mix of the Deferred Mutual Fund Units credited to the Participant's Deferred Account in accordance with the administrative procedures and rules set by the Administrator from time to time.

4.5 **Dividends.** At any time a balance in Deferred Mutual Fund Units is maintained in an Account, there shall be credited to the Account additional Deferred Mutual Fund Units on each Dividend Date. Such additional number of Deferred Mutual Fund Units shall be determined by reference to the number of mutual fund shares or other securities that would be issued by the mutual fund or the issuer of the other securities with respect to the reinvestment of such dividend. In the absence of such reinvestment, the number of such additional Deferred Mutual Units shall be determined by (i) multiplying the total number of Deferred Mutual Fund Units (including fractional Deferred Mutual Fund Units) credited to the Account immediately prior to the Dividend Date by the amount of the dividend per share of the Deferred Mutual Fund and (ii) dividing the product by the fair market value per share as of such Dividend Date. Additional Deferred Mutual Fund Units shall be similarly credited on each Dividend Date on which a balance in Deferred Mutual Fund Units is maintained in the Account.

ARTICLE V PAYMENT OF ACCOUNT

5.1 **Form of Benefit.**

(a) At the Participant's timely election as provided under Section 5.2, a Participant's Pre-2005 Account and 2005-2008 Calendar Year Accounts (with separate elections for the Pre-2005 Account and each 2005-2008 Calendar Year Account) under this Plan shall be paid in one of the following forms:

(i) In a single lump sum payment.

(ii) In periodic annual installments payable for a period of up to ten (10) years. So long as the Participant retains funds in his Account, earnings, gains and losses shall be credited to the Account.

(iii) In periodic monthly installments, payable for a period of up to ten (10) years. So long as the Participant retains funds in his Account, earnings, gains, and losses shall be credited to the Account.

(b) A Participant who makes no election with respect to the Pre-2005 Account within the time provided in Sections 5.2 and 5.3 shall receive a lump sum payment of the Participant's Pre-2005 Account, valued and paid on the date of his or her termination, death or retirement. A Participant who does not make a timely election with respect to a 2005-2008 Calendar Year Account as provided in Sections 5.2 and 5.3 shall receive a lump sum payment of such 2005-2008 Calendar Year Account, valued and paid on or as soon as practicable after the date that is six months after the Participant's separation from service but not later than 30 days after such date (subject to the last sentence of Section 5.2(b) and Section 5.3A).

(c) A Participant's Post-2008 Account shall be paid in a single lump sum payment.

5.2 *Election of Payment Option.*

(a) Pre-2005 Account. With respect to the Pre-2005 Account, a Participant shall select a form of payment at the time that he chooses to make an election to contribute to the Plan pursuant to Section 3.1. Thereafter, a Participant may change his election with respect to the Pre-2005 Account at any time that is at least one year prior to his retirement, death, disability or other termination of employment from the Company. Notwithstanding a Participant's payment election under Section 5.3, payments with respect to the Pre-2005 Account shall not be made until the year following the year of termination to the extent a payment would otherwise be subject to Code Section 162(m).

(b) 2005-2008 Calendar Year Accounts. With respect to a 2005-2008 Calendar Year Account, the Participant shall select a form of payment at the time that he chooses to make an election to contribute to the Plan pursuant to Section 3.1. Thereafter, a Participant may change his form of payment election with respect to a 2005-2008 Calendar Year Account only as provided in Sections 5.3A and 5.3B below. Notwithstanding a Participant's payment election under Section 5.3, payments with respect to a 2005-2008 Calendar Year Account shall not be made until the year following the year of termination to the extent a payment would otherwise be subject to Code Section 162(m).

(c) Post-2008 Account. With respect to the Post-2008 Account, no election as to form of payment is permitted under the Plan. Notwithstanding Section 5.3, payments with respect to a Post-2008 Account shall not be made until the year following the year of termination to the extent a payment would otherwise be subject to Code Section 162(m).

5.3 *Commencement of Benefit.*

(a) Pre-2005 Account. Except in the case of a distribution upon death pursuant to Section 5.5 hereof, payment of a Participant's Pre-2005 Account under this Plan shall commence at (or as soon as administratively feasible after) the time selected by the Participant from the list below, which selection must be made at least one year prior to the commencement of payment:

- (i) upon separation from service,

- (ii) on the date which is a specified number of months after separation from service, or
- (iii) on a specified date,

PROVIDED that the selection of a payment commencement date with respect to the Pre-2005 Account may be changed (subject to the following sentence) by a Participant prior to separation from service, so long as the new payment commencement date is at least one year after the date of change in election. If the Administrator receives, within one year of the selected payment commencement date with respect to the Pre-2005 Account, a new election to change the payment commencement date, such election will be void, and the prior election will govern.

In no event shall the date for commencement of payments with respect to the Pre-2005 Account occur prior to separation from service, and notwithstanding any election to the contrary, benefits shall commence to be paid after a Participant has both attained age 70½ and separated from service.

(b) 2005-2008 Calendar Year Accounts. Except in the case of a distribution upon death pursuant to Section 5.5 hereof and subject to paragraph (d) below, payment with respect to a 2005-2008 Calendar Year Account under this Plan shall commence at the time selected by the Participant from the list below, which selection shall be made at the time that he chooses to make an election to contribute with respect to such 2005-2008 Calendar Year Account, pursuant to Section 3.1:

- (i) upon separation from service,
- (ii) on the date which is a specified number of months after separation from service, or
- (iii) on a specified date,

PROVIDED that the selection of a payment commencement date with respect to a 2005-2008 Calendar Year Account may be changed in accordance with Sections 5.3A and 5.3B below.

In no event shall the date for commencement of payments with respect to a 2005-2008 Calendar Year Account occur prior to separation from service, and notwithstanding any election to the contrary, benefits shall commence to be paid after a Participant has both attained age 70½ and separated from service.

Notwithstanding anything in the foregoing and subject to paragraph (d) below, payment with respect to a 2005-2008 Calendar Year Account shall be paid (or shall commence to be paid) on or as soon as practicable after the date determined pursuant to the above but not later than 30 days after such date.

(c) Post-2008 Account. Except in the case of a distribution upon death pursuant to Section 5.5 hereof, the single lump sum payment with respect to a Post-2008 Account under this Plan shall be made on or as soon as practicable after the date that is six months after the Participant's separation from service but not later than 30 days after such date.

(d) Six Month Delay for Specified Employees. If, at the time the Participant becomes entitled to 2005-2008 Calendar Year Account payments under the Plan, the Participant is a Specified Employee (as defined and determined under Code Section 409A), then, notwithstanding any other provision in the Plan to the contrary, the following provision shall apply. 2005-2008 Calendar Year Account payments considered deferred compensation under Code Section 409A which are determined to be payable upon a Participant's separation from service as determined under Code Section 409A and not subject to an exception or exemption thereunder, shall be paid to the Participant on or as soon as practicable after the date that is six months after the Participant's separation from service but not later than 30 days after such date. Any such 2005-2008 Calendar Year Account payments that would otherwise have been paid to the Participant during this six-month period shall instead be aggregated (subject to the earnings, gains and losses credited to the 2005-2008 Calendar Year Account during such time) and paid to the Participant pursuant to the preceding sentence. Any 2005-2008 Calendar Year Account payments to which the Participant is entitled to be paid after the date that is six (6) months after the Participant's separation from service shall be paid to the Participant in accordance with the applicable terms of this Plan.

5.3A ***Change in Payment Selection for 2005-2008 Calendar Year Accounts***. After the time that a Participant chooses to make an election to contribute to the Plan with respect to such 2005-2008 Calendar Year Account pursuant to Section 3.1, a Participant may change his payment form and payment commencement date election with respect to a 2005-2008 Calendar Year Account only upon written notice in a form acceptable to the Administrator, so long as: (i) the new election is made at least twelve (12) months before the original payment commencement date, (ii) the new election does not take effect until at least twelve (12) months after the date on which such election is made, and (iii) the original payment commencement date is deferred for a period of not less than five (5) years.

5.3B ***2008 Transition Elections for 2005-2008 Calendar Year Accounts***. For the transition period beginning January 1, 2008, and ending December 31, 2008, the Administrator may provide (in the form and manner of its discretion) Participants the opportunity to change their form of payment and payment commencement date elections with respect to amounts payable from each 2005-2008 Calendar Year Account. Such election shall be made in accordance with Code Section 409A (and applicable IRS transition relief) and subject to the following provisions. As of December 31, 2008, any then effective transition payment election shall be irrevocable for the duration of a Participant's participation in the Plan except as set forth in Section 5.3A above. No payment election made in 2008 under this transition relief will apply to amounts payable from a 2005-2008 Calendar Year Account that would otherwise be payable in 2008, nor may such election cause such amounts to be paid in 2008 that would not otherwise be payable in 2008. No election under this transition relief may be made retroactively, or when payment of such amounts are imminent.

5.4 ***Source of Benefit Payments***. Any Deferred Account payable to a Participant or a Participant's Beneficiary shall be paid from the general assets of the Company.

5.5 **Payment at Death of Participant.** In the event a Participant dies before payment of his Account under this Plan commences, or in the event a Participant dies after such payment commences but before he has received the entire balance in his Account, payment of such Participant's Account under this Plan shall commence to the Beneficiary (in the payment form selected by the Participant with respect to a Participant's Pre-2005 Account and 2005-2008 Calendar Year Accounts, or in a single lump sum payment with respect to a Participant's Post-2008 Account), but with benefit payments to commence on or as soon as practicable after the Participant's death but not later than 60 days after such date, if payments had not previously commenced. So long as an Account remains in this Plan with respect to a Beneficiary, that Account shall continue to be credited with earnings, gains and losses, and a Beneficiary may continue to change Deferred Mutual Funds as provided in Section 4.4.

5.6 **Beneficiary Designation.** Effective for Participants who die on or after December 31, 1999, the Beneficiary or Beneficiaries who shall receive the Participant's interest in this Plan in the event of the Participant's death shall be identical to the Beneficiary or Beneficiaries identified under the Qualified Savings Plan. There shall be no separate beneficiary election with respect to this Plan.

ARTICLE VI ADMINISTRATION OF THE PLAN

6.1 **Administration by the Company.** The Company, acting under the supervision of the Compensation Committee, shall be responsible for the general operation and administration of the Plan and for carrying out the provisions thereof.

6.2 **General Powers of Administration.** All provisions set forth in the Qualified Savings Plan with respect to the administrative powers and duties of the Company, expenses of administration, and procedures for filing claims shall also be applicable with respect to the Plan. The Company shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports furnished by any actuary, accountant, controller, counsel or other person employed or engaged by the Company with respect to the Plan.

6.3 **409A Compliance.** To the extent any provision of the Plan or action by the Committee or Company would subject any Participant to liability for interest or additional taxes under Code Section 409A(a)(1)(B), or make Pre-2005 Account amounts subject to Code Section 409A, it will be deemed null and void, to the extent permitted by law and deemed advisable by the Committee. It is intended that the Plan will comply with Code Section 409A, and that the Pre-2005 Account amounts be exempt from Code Section 409A coverage, and the Plan shall be interpreted and construed on a basis consistent with such intent. The Plan may be amended in any respect deemed necessary (including retroactively) by the Committee in order to preserve compliance with Code Section 409A and to maintain Code Section 409A exemption for the Pre-2005 Account amounts. For purposes of this Plan with respect to 2005-2008 Calendar Year Accounts and Post-2008 Accounts, a "termination of employment", "termination", "retirement" or "separation from service"(or other similar term having a similar import) under this Plan shall have the same meaning as a "separation from service" as defined in Code Section 409A. Nothing in this Plan (including, without limitation, the preceding) shall be construed as a guarantee of any particular tax effect for Plan benefits.

**ARTICLE VII
AMENDMENT OR TERMINATION**

7.1 **Amendment or Termination.** The Company intends the Plan to be permanent but reserves the right, subject to Article IX, to amend or terminate the Plan when, in the sole opinion of the Company, such amendment or termination is advisable. Any such amendment or termination shall be made pursuant to a resolution of the Compensation Committee and shall be effective as of the date of such resolution or as specified therein.

7.2 **Effect of Amendment or Termination.** No amendment or termination of the Plan shall directly or indirectly deprive any current or former Participant or Beneficiary of an Account balance which has accrued under this Plan prior to the effective date of such amendment or termination.

**ARTICLE VIII
GENERAL PROVISIONS**

8.1 **Funding.** The Plan is intended to constitute and at all times shall be interpreted and administered so as to qualify as an unfunded deferred compensation plan for a select group of management and highly compensated employees under ERISA. The Plan at all times shall be entirely unfunded and the Company shall not be required at any time to segregate any assets of the Company for payment of any benefits hereunder. No Participant, Beneficiary or any other person shall have any interest in any particular assets of the Company by reason of the right to receive a benefit under the Plan and any such Participant, Beneficiary or other person shall have only the rights of a general unsecured creditor of the Company with respect to any rights under the Plan.

Notwithstanding the foregoing, the Company may, in its sole discretion at any time or from time to time, establish segregated funds, escrow accounts or trust funds (including through a grantor trust) whose primary purpose would be for the provision of benefits under this Plan. If such funds or accounts are established, however, individuals entitled to benefits hereunder shall not have any identifiable interest in any such funds or accounts nor shall such individuals be entitled to any preference or priority with respect to the assets of such funds or accounts. These funds and accounts would still be available to judgment creditors of the Company and to all creditors in the event of the Company's insolvency or bankruptcy.

8.2 **General Conditions.** Any accounts payable under the Qualified Savings Plan shall be paid solely in accordance with the terms and conditions of the Qualified Savings Plan and nothing in this Plan shall operate or be construed in any way to modify, amend or affect the terms and provisions of the Qualified Savings Plan.

8.3 **No Guaranty of Benefits.** Nothing contained in the Plan shall constitute a guaranty by the Company or any other entity or person that the assets of the Company will be sufficient to pay any benefit hereunder.

8.4 **No Enlargement of Employee Rights.** No Participant or Beneficiary shall have any right to a benefit under the Plan except in accordance with the terms of the Plan. Establishment of the Plan shall not be construed to give any Participant the right to be retained in the service of the Company, nor to create or confer on any Participant the right to defer compensation or receive a matching contribution credit with respect to any future period of service with the Company. Nothing in the Plan shall interfere in any way with the right of the Company to terminate a Participant's service at any time with or without cause or notice and whether or not such termination results in any adverse effect on the individual's interests under the Plan.

8.5 **Spendthrift Provision.** No interest of any person or entity in, or right to receive a benefit under, the Plan shall be subject in any manner to sale, transfer, assignment, pledge, attachment, garnishment, or other alienation or encumbrance of any kind; nor may such interest or right to receive a benefit be taken, either voluntarily or involuntarily, for the satisfaction of the debts of, or other obligations or claims against, such person or entity, including claims for alimony, support, separate maintenance and claims in bankruptcy proceedings. No Deferred Mutual Fund Units shall be pledged, hypothecated, or transferred by a Participant other than by will or the laws of descent and distribution.

8.6 **Applicable Law.** The Plan (including, without limitation, any rules, regulations, determinations or decisions made by the Committee or Company relating to the Plan) shall be construed and administered exclusively in accordance with applicable federal laws and the laws of the State of Delaware, without regard to its conflict of laws principles.

8.7 **Small Benefits.** If at any time an Account payable under this Plan has a value of less than \$25,000, the Company shall pay such Account to the Participant or Beneficiary in a single lump sum in lieu of any further benefit payments hereunder.

8.8 **Incapacity of Recipient.** If any person entitled to a benefit payment under the Plan is deemed by the Company 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 Company 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 Company and the Plan therefor.

8.9 **Corporate Successor.** The Plan shall not be automatically terminated by a transfer or sale of assets of the Company or by the reorganization, merger or consolidation of the Company into or with any other corporation or entity, but shall be continued after such transfer, sale, reorganization, merger or consolidation. For the avoidance of doubt, SPX FLOW, Inc. shall not be deemed a successor of the Company for purposes of the Plan.

8.10 **Unclaimed Benefit.** Each Participant shall keep the Company informed of his current address. The Company shall not be obligated to search for the whereabouts of any person. If the location of a Participant is not made known to the Company within three (3) years after the date on which payment of the Participant's Account may first be made, payment may be made as though the Participant had died at the end of the three- year period. If, within one additional year after such three-year period has elapsed, or, within three years after the actual death of a Participant, the Company is unable to locate any Beneficiary for the Participant, then the Company shall have no further obligation to pay any benefit hereunder to such Participant or Beneficiary or any other person and such benefit shall be irrevocably forfeited.

8.11 **Limitations on Liability.** Notwithstanding any of the preceding provisions of the Plan, neither the Company nor any individual acting as an employee or agent of the Company shall be liable to any Participant, former Participant, Beneficiary or any other person for any claim, loss, liability or expense incurred in connection with the Plan.

8.12 **Duties of Participants and Beneficiaries.** The Participant and any Beneficiaries of a Participant shall, as a condition of receiving benefits under this Plan, be obligated to provide the Compensation Committee with such information as the Compensation Committee shall require in order to determine Account balances, calculate benefits under this Plan, or otherwise administer the Plan.

8.13 **Taxes and Withholding.** As a condition to any payment or distribution pursuant to the Plan, the Company may require a Participant to pay such sum to the Company as may be necessary to discharge its obligations with respect to any taxes, assessments or other governmental charges imposed on property or income received by the Participant thereunder. The Company may deduct or withhold such sum from any payment or distribution to the Participant. For each calendar year in which a Participant defers compensation or receives a matching contribution credit, the Company shall withhold from that portion of the Participant's compensation that is not being deferred, in a manner determined by the Company, the participant's share of FICA and other employment taxes due; provided, however, that the Company may reduce the applicable amount deferred if necessary to comply with applicable withholding requirements.

8.14 **Treatment for other compensation purposes.** Payments received by a Participant under the Plan shall not be deemed part of a Participant's regular, recurring compensation for purposes of any termination, indemnity or severance pay laws and shall not be included in, nor have any effect on, the determination of benefits under any other employee benefit plan, contract or similar arrangement provided by the Company, unless expressly so provided by such other plan, contract or arrangement.

ARTICLE IX CHANGE-OF-CONTROL

9.1 **Benefit Rights Upon Change-of-Control.** Notwithstanding any other provision of the Plan to the contrary, in the event of a Change-of-Control, the Company or any successor shall be prohibited from amending or terminating the Plan in any manner so as to deprive, directly or indirectly, any current or former Participant or Beneficiary of all or any portion of any Account which has accrued under this Plan prior to the effective date of such amendment or termination. Following a Change-of-Control, no action shall be taken under the Plan that will cause any Pre- 2005 Account amounts to be subject to Code Section 409A coverage, or cause any 2005-2008 Calendar Year Accounts and Post-2008 Accounts to fail to comply in any respect with Code Section 409A, in either case without the written consent of the Participant or Beneficiary (as applicable).

Notwithstanding anything to the contrary, and to the extent consistent with Code Section 409A, on or prior to a Change-of-Control, the Company shall, (i) to the extent not previously established, establish a grantor trust, and (ii) fund such grantor trust with a single, irrevocable lump sum contribution which is, when combined with any other assets already held in the grantor trust, equal to the value of all vested Accounts under the Plan through the date of such Change-of-Control. If a Participant shall continue to be employed by the Company or any successor after such Change-of-Control, each calendar year the Company (or any successor) shall, as soon as possible, but in no event later than 30 days following the end of such calendar year, make an irrevocable contribution to the grantor trust in an amount that is necessary in order to maintain an account for the Participant that is equal to his or her vested Account under the Plan at the end of the applicable calendar year. After a Change-of-Control, if the assets of the grantor trust are not sufficient to make payment of Plan benefits at any time, the Company (or any successor) shall, as soon as possible, but in no event later than 30 days following notice from the trustee, make an irrevocable contribution sufficient to enable the trustee to make such Plan benefit payments. The Company (or any successor) shall provide such information as reasonably requested by the trustee in order for the trustee to fulfill its duties (including, without limitation, making Plan benefit determinations after a Change-of-Control) under the grantor trust agreement. As provided under Section 8.1, the Company shall retain beneficial ownership of all assets transferred to the grantor trust and such assets will be subject to the claims of the Company's creditors.

9.2 **Definition of Change-of-Control.** For purposes of this Plan, a “Change of Control” shall be deemed to have occurred if:

(a) Any “Person”(as defined below), excluding for this purpose the Company or any subsidiary of the Company, any employee benefit plan of the Company or any subsidiary of the Company, or any entity organized, appointed or established for or pursuant to the terms of any such plan which acquires beneficial ownership of common shares of the Company, is or becomes the “Beneficial Owner”(as defined below) of twenty-five percent (25%) or more of the common shares of the Company then outstanding; PROVIDED, however, that no Change of Control shall be deemed to have occurred as the result of an acquisition of common shares of the Company by the Company which, by reducing the number of shares outstanding, increases the proportionate beneficial ownership interest of any Person to twenty-five percent (25%) or more of the common shares of the Company then outstanding, but any subsequent increase in the beneficial ownership interest of such a Person in common shares of the Company shall be deemed a Change of Control; and provided further that if the Board determines in good faith that a Person who has become the Beneficial Owner of common shares of the Company representing twenty-five percent (25%) or more of the common shares of the Company then outstanding has inadvertently reached that level of ownership interest, and if such Person divests as promptly as practicable a sufficient number of shares of the Company so that the Person no longer has a beneficial ownership interest in twenty-five percent (25%) or more of the common shares of the Company then outstanding, then no Change of Control shall be deemed to have occurred. For purposes of this paragraph (a), the following terms shall have the meanings set forth below:

(i) “Person” shall mean any individual, firm, limited liability company, corporation or other entity, and shall include any successor (by merger or otherwise) of any such entity.

(ii) “Affiliate” and “Associate” shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

(iii) A Person shall be deemed the “Beneficial Owner” of and shall be deemed to “beneficially own” any securities:

(A) which such Person or any of such Person’s Affiliates or Associates beneficially owns, directly or indirectly (determined as provided in Rule 13d-3 under the Exchange Act);

(B) which such Person or any of such Person’s Affiliates or Associates has (1) the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding (other than customary agreements with and between underwriters and selling group members with respect to a *bona fide* public offering of securities), or upon the exercise of conversion rights, exchange rights, rights, warrants or options, or otherwise; provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, securities tendered pursuant to a tender or exchange offer made by or on behalf of such Person or any of such Person’s Affiliates or Associates until such tendered securities are accepted for purchase or exchange; or (2) the right to vote pursuant to any agreement, arrangement or understanding; provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, any security if the agreement, arrangement or understanding to vote such security (a) arises solely from a revocable proxy or consent given to such Person in response to a public proxy or consent solicitation made pursuant to, and in accordance with, the applicable rules and regulations promulgated under the Exchange Act and (b) is not also then reportable on Schedule 13D under the Exchange Act (or any comparable or successor report); or

(C) which are beneficially owned, directly or indirectly, by any other Person with which such Person or any of such Person’s Affiliates or Associates has any agreement, arrangement or understanding (other than customary agreements with and between underwriters and selling group members with respect to a *bona fide* public offering of securities) for the purpose of acquiring, holding, voting (except to the extent contemplated by the proviso to subparagraph (a)(iii)(B)(2) above) or disposing of any securities of the Company.

Notwithstanding anything in this definition of Beneficial Ownership to the contrary, the phrase “then outstanding,” when used with reference to a Person’s beneficial ownership of securities of the Company, shall mean the number of such securities then issued and outstanding together with the number of such securities not then actually issued and outstanding which such Person would be deemed to own beneficially hereunder.

(b) During any period of two (2) consecutive years, individuals who at the beginning of such two-year period constitute the Board and any new director or directors (except for any director designated by a person who has entered into an agreement with the Company to effect a transaction described in paragraph (a), above, or paragraph (c), below) whose election by the Board or nomination for election by the Company’s shareholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board; or

(c) The consummation of (i) a plan of complete liquidation of the Company, (ii) an agreement for the sale or disposition of the Company or all or substantially all of the Company's assets, (iii) a plan of merger or consolidation of the Company with any other corporation, or (iv) a similar transaction or series of transactions involving the Company (any transaction described in parts (i) through (iv) of this paragraph (c) being referred to as a "Business Combination"), in each case unless after such a Business Combination the shareholders of the Company immediately prior to the Business Combination continue to own at least seventy-five percent (75%) of the voting securities of the new (or continued) entity immediately after such Business Combination, in substantially the same proportion as their ownership of the Company immediately prior to such Business Combination.

A "Change of Control" shall not include any transaction described in paragraph (a) or (c), above, where, in connection with such transaction, a participant and/or any party acting in concert with that participant shall substantially increase their, his or its, as the case may be, ownership interest in the Company or a successor to the Company (other than through conversion of prior ownership interests in the Company and/or through equity awards received entirely as compensation for past or future personal services).

9.3 *[Reserved]*.

ARTICLE X SPECIAL PROVISIONS

10.1 ***Former Participants in the General Signal Corporation Deferred Compensation Plan.*** The deferrals made under the General Signal Corporation Deferred Compensation Plan (the "GSX Plan") payable after July 1, 1999, shall be held under this Plan, as provided in this section (and subject to Section 2.3).

(a) The GSX Plan accounts of GSX Plan participants not becoming Company employees shall be held as part of this Plan. All amounts deferred under the GSX Plan shall be held under this Plan and may be directed to Deferred Mutual Fund Units pursuant to the terms of this Plan. Participants may make no further deferrals and may make no change in the payment elections made under the GSX Plan.

(b) The accounts of GSX Plan participants who became employees of the Company on January 1, 1999, and were eligible for this Plan shall also be held pursuant to the terms of this Plan. All such deferrals shall receive earnings credits on the basis of the Deferral Mutual Fund Units to which Participants have directed them. Participants may also make transfers between Deferred Mutual Fund Units as provided under the Plan.

(c) Former GSX Plan participants described in 10.l(b) who are also eligible to be participants in this Plan under Article II shall have a one-time election to be made prior to January 1, 1999, to have their GSX Plan deferrals paid at the same time and in the same method as they have selected for deferrals with respect to the Pre-2005 Account under this Plan made after January 1, 1999, as Company employees actively participating in the Plan.

Benefits shall be paid only if the Administrator decides in its discretion that the applicant is entitled to them.

**SPX SUPPLEMENTAL INDIVIDUAL ACCOUNT
RETIREMENT PLAN**

As Amended and Restated Effective August 15, 2022

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SPX SUPPLEMENTAL INDIVIDUAL ACCOUNT RETIREMENT PLAN

The SPX Supplemental Individual Account Retirement Plan, formerly known as the Excess and Top Hat Benefit Plan No. 3 (the "Plan") was originally adopted effective January 1, 1984, amended from time to time thereafter and is now amended and restated, effective as of August 15, 2022 (the "Restatement Date"). The Plan was previously known as the SPX Corporation Supplemental Individual Account Retirement Plan and is hereby renamed as of the Restatement Date.

The Plan was originally established and maintained by SPX Corporation, and effective as of the Restatement Date, the liability, maintenance and sponsorship of the Plan was transferred to SPX Enterprises, LLC. The Plan is currently maintained by SPX Enterprises, LLC for the purpose of providing benefits in excess of the limitations on benefits imposed by Sections 401(a)(17) and 415 of the Internal Revenue Code for certain of its employees who participate in the Qualified Plan (defined below).

The provisions of this Plan are only applicable to Participants in the employ of the Company (defined below) on or after the effective date of such provisions. Participants who terminated prior to that date (or the Surviving Spouses or Beneficiaries of such Participants) shall be eligible for benefits, if any, under the terms of the Plan then in effect, or as subsequently amended such that the amended terms apply to such persons.

ARTICLE I. DEFINITIONS

Whenever used herein the following terms shall have the meanings hereinafter set forth. Words in the masculine gender shall include the feminine and the singular shall include the plural, and vice versa, unless qualified by the context. Any headings used herein are included for ease of reference only, and are not to be construed so as to alter the terms hereof.

1.1 "**Account Balance**" means the value of a Participant's benefit payable under this Plan on or after July 1, 1997, expressed as a lump sum. A Participant's Account Balance at any time shall be the sum of the following:

- (i) Initial Account Balance (if any);
- (ii) Principal Accruals; and
- (iii) Interest Accruals.

1.2 "**Accrued Benefit**" has the following meaning with respect to the methods of determining a benefit under this Plan as may apply to a specific Participant:

- (1) *Account Balance*. An Accrued Benefit based on a Participant's Account Balance means the Participant's Account Balance at any time, and the immediate single life annuity which is the Actuarial Equivalent of the Participant's Account Balance at such time. For any Participant who terminates employment before he attains his Normal Retirement Age, and who elects to leave his Account Balance in the Plan, Accrued Benefit means that Participant's Account Balance at the time of termination of employment plus Interest Accruals to the date of distribution, and the immediate single life annuity which is the Actuarial Equivalent of the Participant's Account Balance at such time.

- (2) *Grandfathered Benefit*. An Accrued Benefit based on a Participant's Grandfathered Benefit, described in Section 1.13.
- (3) A Participant's Accrued Benefit shall be payable only in those optional forms of benefit which pertain (as provided under the Qualified Plan) to the Account Balance or Grandfathered Benefit (whichever is applicable).

1.3 "**Act**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any regulations relating thereto.

1.4 "**Actuarial Equivalent**" means a benefit having the same value as the benefit it replaces, as defined in this subsection. Actuarial equivalency shall be determined on the basis of the following assumptions:

- (1) For purposes of (i) converting an Account Balance to a single life annuity, or (ii) converting a single life annuity to a lump sum, or (iii) converting a lump sum (other than an Account Balance) to a single life annuity, the applicable actuarial assumptions set forth under Section 2.1(c)(1) of the Qualified Plan shall be utilized.
- (2) For purposes of converting a single life annuity (i) into a joint and 50% survivor annuity, or (ii) into any optional form of benefit (excluding lump sums), the actuarial factors set forth in Appendix A of the Qualified Plan (as amended, if applicable) shall be applied.
- (3) For all other purposes under the Plan, mortality shall be based upon the mortality assumptions set forth in the mortality table commonly described as "UP-1984," as published, and the assumed interest rate shall be 5% per year.

1.5 "**Affiliated Company**" or "**Affiliate**" means any corporation, trade or business entity which is a member of a controlled group of corporations, trades or businesses, or an affiliated service group, of which the Company is also a member, as provided in Code Sections 414(b), (c), (m) or (o).

1.6 “**Beneficiary**” means a Participant’s beneficiary under the Qualified Plan with respect to a Participant’s Non-409A Supplemental Retirement Benefit (or, if applicable, the Supplemental Plan Preretirement Death Benefit payable under the first paragraph of Section 4.2).

With respect to a Participant’s 409A Supplemental Retirement Benefit (or, if applicable, the Supplemental Plan Preretirement Death Benefit payable under the second paragraph of Section 4.2), “Beneficiary” means any person or persons designated by a Participant to receive such benefits payable in the event of the Participant’s death before benefits under the Plan begin, or to receive the survivor benefits under any joint and survivor benefit option or period certain benefit option after benefits under the Plan begin. A married Participant may elect at any time to designate a non-spouse Beneficiary or to revoke any such election at any time. An election by a Participant to designate a non-spouse Beneficiary shall not take effect unless the Participant’s spouse consents in writing to such election, such consent acknowledges the effect of such an election and the consent is witnessed by a representative of the Plan or a notary public, unless the Participant establishes to the satisfaction of the Committee that such consent may not be obtained because there is no spouse, the spouse cannot be located or due to other circumstances. The consent by a spouse shall be irrevocable and shall be effective only with respect to that spouse. Any separate designation of a Beneficiary under this Plan shall not be effective for any purpose unless and until it has been filed by the Participant with the Committee on a form approved by the Committee. A Participant may, from time to time, on a form approved by and filed with the Committee, change the Beneficiary, provided that once benefit payments have commenced to be paid to a Participant, his designation of a Beneficiary may only be changed for the period certain option. If payments under a period certain benefit option have commenced to a Participant’s designated Beneficiary and the Beneficiary dies before all payments under such form of payment have been made, any remaining payments shall be made to the Beneficiary’s estate.

1.7 “**Board**” means the Board of Directors of SPX Technologies, Inc.

1.8 “**Code**” means the Internal Revenue Code of 1986, as amended from time to time, and any regulations relating thereto.

1.9 “**Committee**” means the Compensation Committee of the Board.

1.10 “**Company**” means SPX Enterprises, LLC, a Delaware limited liability company, or, to the extent provided in Section 7.9 below, any successor corporation or other entity resulting from a reorganization, merger or consolidation into or with the Company, or a transfer or sale of substantially all of the assets of the Company. For the avoidance of doubt, prior to the Restatement Date, “Company” referred to SPX Corporation.

1.11 “**Excess Participant**” means a Qualified Plan participant whose benefit is limited by reason of the application of Code Section 415, as in effect on the date that Qualified Plan Retirement Benefits commence.

1.12 “**Former Accrued Benefit**” means (1) a Participant’s accrued Normal Retirement Benefit as of June 30, 1997 under the Qualified Plan payable in the form of a single life annuity at the Participant’s Normal Retirement Age (or, if later, payable on June 30, 1997), based on the terms of this Plan as in effect on June 30, 1997, or (2) the accrued Normal Retirement Benefit as of the date that benefits under a Prior Plan were converted to Account Balances under this Plan.

1.13 “**Grandfathered Benefit**” means the alternative benefit formula under the Qualified Plan applicable to Participants who had a combination of age and service of at least 50 with at least 10 years of service under the Qualified Plan on June 30, 1997, which may be elected instead of such a Participant’s Account Balance under the Qualified Plan. Notwithstanding the preceding sentence, a Participant’s Grandfathered Benefit for purposes of determinations under Sections 3.1(a)(i) and 3.1(c)(i) shall not include any “Special Pension Enhancement” applicable to such benefit determination under the Qualified Plan provided in conjunction with the August 31, 2015 freezing of the Qualified Plan for non-union participants thereunder.

1.14 “**GSX Transition Benefit**” means the special transition benefit payable with respect to the Qualified Plan account balance of certain Participants who were formerly covered by the General Signal Corporation Benefits Plan as referenced in Section 9.2. Notwithstanding the preceding sentence, a Participant’s GSX Transition Benefit solely for purposes of determinations under Sections 3.1(a)(i) and 3.1(c)(i) shall not include any “Special Pension Enhancement” applicable to such benefit determination under the Qualified Plan provided in conjunction with the August 31, 2015 freezing of the Qualified Plan for non-union participants thereunder.

1.15 “**Initial Account Balance**” means the Actuarial Equivalent of a Participant’s Former Accrued Benefit, expressed as a lump sum on July 1, 1997 with respect to employees who were participants in the Qualified Plan on that date or the date on which a Participant’s benefit under any other Prior Plan which is now part of the Qualified Plan was converted to an Actuarial Equivalent Account Balance. A Participant’s Initial Account Balance (determined as if the Plan terminated on July 1, 1997, or on the applicable Prior Plan conversion date) shall be no less than the Actuarial Equivalent of the Participant’s Accrued Benefit under this Plan or a Prior Plan determined as if this Plan or a Prior Plan had terminated on the conversion date.

1.16 “**Interest Accruals**” means the additions to a Participant’s Account Balance determined with the Interest Accrual Rate below and in accordance with the methodology utilized under the Qualified Plan for the Interest Credits thereunder.

1.17 “**Interest Accrual Rate**” means the rate of interest (determined once each Plan Year) at which a Participant’s Account Balance is deemed to grow. For any Plan Year, the Interest Accrual Rate shall be the interest rate paid on five-year United States Treasury Notes (Constant Maturities) in effect as of the last business day of November of the immediately preceding Plan Year.

1.18 “**Normal Retirement Age**” means the earlier of (a) the date a Participant has attained his Social Security Unreduced Retirement Age (as defined under the Qualified Plan), or (b) the date when he has both attained his 65th birthday and completed five years of Continuous Service under the Qualified Plan.

1.19 “**Normal Retirement Date**” means the first day of the month coinciding with or next following the date on which a Participant terminates employment with the Company because of his normal retirement under the Qualified Plan on or after attainment of his Normal Retirement Age.

1.20 **“Participant”** means an employee of the Company or of an Affiliated Company who is a participant under the Qualified Plan (or any successor or replacement to the Qualified Plan) and to whom or with respect to whom a benefit is payable under this Plan. When used in the Plan, Participants are either “Excess Participants” or “Top Hat Participants.” The term “Participant” shall refer only to Top Hat Participants unless otherwise specified. Notwithstanding the foregoing, the term Participant shall not include any participant in the Qualified Plan, whose participation in the Qualified Plan is a result of a plan merger or transfer of assets and liabilities effected on or after January 1, 2001.

1.21 **“Plan”** means the SPX Supplemental Individual Account Retirement Plan.

1.22 **“Principal Accruals”** mean the additions made to a Participant’s Account Balance equivalent to those which would have been made under the Qualified Plan, absent the limits on compensation imposed by Code Section 401(a)(17), or any successor section of the Code, and provided that any deferrals of compensation made pursuant to the SPX Supplemental Retirement Savings Plan shall be includable in the determination of such compensation. Any qualified plan supplemental accruals shall reduce the amount of Principal Accruals under this Plan. Notwithstanding the preceding sentences, a Participant’s Principal Accruals for purposes of determinations under Sections 3.1(a)(i) and 3.1(c)(i) shall not include any “Special Pension Enhancement” applicable to such benefit determination under the Qualified Plan provided in conjunction with the August 31, 2015 freezing of the Qualified Plan for non-union participants thereunder.

1.23 **“Qualified Plan”** means the SPX US Pension Plan (formerly known as SPX Corporation Individual Account Retirement Plan and prior to that, Pension Plan No. 3) and each predecessor, successor or replacement to the said Qualified Plan, and any plan which has been merged into the Qualified Plan (a **“Prior Plan”**) where Prior Plan Accrued Benefits have been converted to an Initial Account Balance.

1.24 **“Qualified Plan Retirement Benefit”** means the aggregate benefit payable to a Participant pursuant to the Qualified Plan (including any portion to be paid to an alternate payee pursuant to a qualified domestic relations order) by reason of his termination of employment with the Company and all Affiliates for any reason other than death. Where the Qualified Plan provides for an offset to a Participant’s benefit under the Qualified Plan to reflect payment to a Participant of additional defined benefit pension payments (within the meaning of Code Section 414(j)) under other defined benefit pension plans of the Company or an Affiliated Company, the Participant’s Qualified Plan Retirement Benefit shall be the total value of all such defined benefit pensions. Notwithstanding the preceding sentences, a Participant’s Qualified Plan Retirement Benefit for purposes of determinations under Sections 3.1(a)(i) and 3.1(c)(i) shall not include any “Special Pension Enhancement” applicable to such benefit determination under the Qualified Plan provided in conjunction with the August 31, 2015 freezing of the Qualified Plan for non-union participants thereunder.

1.25 **“Qualified Plan Preretirement Death Benefit”** means the aggregate benefit payment to the Surviving Spouse or Beneficiary of a Participant with respect to the Participant’s Qualified Plan Retirement Benefit in the event of the death of the Participant at any time prior to commencement of payment of his Qualified Plan Retirement Benefit.

1.26 **“Supplemental Plan Preretirement Death Benefit”** means the benefit payable to a Surviving Spouse or Beneficiary pursuant to the Plan by reason of the death of the Participant at any time prior to commencement of payment of his Qualified Plan Retirement Benefit.

1.26A **“Supplemental Retirement Benefit”** means either a Supplemental Excess Retirement Benefit or a Supplemental Top Hat Retirement Benefit, as determined under the following Articles.

1.26B **“Non-409A Supplemental Retirement Benefit”** refers to the Supplemental Retirement Benefit that is determined under Code Section 409A to be (i) attributable to amounts deferred in taxable years beginning before January 1, 2005, and (ii) not subject to Code Section 409A.

1.26C **“409A Supplemental Retirement Benefit”** refers to the Supplemental Retirement Benefit that is determined under Code Section 409A to be (i) attributable to amounts deferred in taxable years beginning on or after January 1, 2005, or (ii) attributable to amounts deferred in taxable years beginning before January 1, 2005 that are subject to Code Section 409A.

1.27 **“Surviving Spouse”** means a person who is legally married to a Participant at the date of his death.

1.28 **“Top Hat Participant”** means a Participant who both (i) participates in the Qualified Plan and (ii) whose benefits under the Qualified Plan are limited by the compensation limits of Code Section 401(a)(17).

ARTICLE II. ELIGIBILITY

A Participant who is eligible to receive a Qualified Plan Retirement Benefit, the amount of which is reduced:

- (1) in the case of an Excess Participant, by reason of the application of the limitations on benefits imposed by Code Section 415, or
- (2) in the case of a Top Hat Participant, by reason of the application of the limitations on benefits imposed by Code Section 401 (a)(17),

shall be eligible to receive a Supplemental Retirement Benefit. A person shall be considered a Participant in the Plan in the first year such person accrues a benefit under this Plan. The Supplemental Retirement Benefit shall either be a Supplemental Excess Retirement Benefit or a Supplemental Top Hat Retirement Benefit, whichever is greater. If a Participant dies prior to commencement of payment of his Qualified Plan Retirement Benefit, his Surviving Spouse or Beneficiary may be eligible to receive a Supplemental Plan Preretirement Death Benefit as provided in Article IV.

Individuals not initially treated and classified by their employer as common-law employees on the payroll records of their employer, including, but not limited to, leased employees, independent contractors or any other contract employees, shall be excluded from participation irrespective of whether a court, administrative agency or other entity determines that such individuals are common law employees.

**ARTICLE III.
SUPPLEMENTAL RETIREMENT BENEFITS**

3.1 Amount.

(a) The Supplemental Excess Retirement Benefit payable to an eligible Excess Participant shall be an amount equal to the difference between (i) and (ii) below:

(i) the amount of the Qualified Plan Retirement Benefit to which the Participant would have been entitled if such benefit were computed without giving effect to the limitations on benefits imposed by application of Code Section 415,

(ii) the amount of the Qualified Plan Retirement Benefit actually payable to the Participant.

The amounts described above shall be computed in the form of an Account Balance commencing on the date payment is made or begins. Notwithstanding the foregoing, a Participant's Qualified Plan Retirement Benefit for purposes of determinations under clause (i) above shall not include any "Special Pension Enhancement" applicable to such benefit determination under the Qualified Plan provided in conjunction with the August 31, 2015 freezing of the Qualified Plan for non-union participants thereunder.

(b) The Supplemental Top Hat Retirement Benefit shall be a Top Hat Participant's Account Balance under this Plan.

(c) Notwithstanding the provisions of 3.1(b) above, a Participant eligible for a Grandfathered Benefit under the Qualified Plan who elects to receive such benefit shall receive a Supplemental Top Hat Retirement Benefit in an amount equal to the difference between (i) and (ii) below:

(i) the amount of the Qualified Plan Retirement Benefit (using the Grandfathered Benefit formula) to which the Participant would have been entitled if such benefit were computed without giving effect to the limitations of Code Sections 401(a)(17) and 415,

(ii) the amount of the Qualified Plan Retirement Benefit actually payable to the Participant.

The amounts described in (c)(i) and (ii) above shall be computed in the form of a straight life annuity payable over the lifetime of the Participant only commencing on his actual Normal Retirement Date or Early Retirement Date under the Qualified Plan. Notwithstanding the foregoing, a Participant's Qualified Plan Retirement Benefit for purposes of determinations under clause (i) above shall not include any "Special Pension Enhancement" applicable to such benefit determination under the Qualified Plan provided in conjunction with the August 31, 2015 freezing of the Qualified Plan for non-union participants thereunder.

3.2 **Form of Non-409A Supplemental Retirement Benefit.** The Non-409A Supplemental Retirement Benefit (regardless if stemming from a Supplemental Excess Retirement Benefit or Supplemental Top Hat Retirement Benefit) payable to a Participant shall be paid in the same form under which the Qualified Plan Retirement Benefit is payable to the Participant. The Participant's election under the Qualified Plan of any optional form of payment of his Qualified Plan Retirement Benefit (with the valid consent of his Surviving Spouse where required under the Qualified Plan) shall also be applicable to the payment of his Non-409A Supplemental Retirement Benefit, regardless if stemming from a Supplemental Excess Retirement Benefit or a Supplemental Top Hat Retirement Benefit.

3.3 **Commencement of Non-409A Supplemental Retirement Benefit.** Payment of the Non-409A Supplemental Retirement Benefit to a Participant shall commence on the same date that payment of the Qualified Plan Retirement Benefit to the Participant commences. Any election under the Qualified Plan made by the Participant with respect to the commencement of payment of his Qualified Plan Retirement Benefit shall also be applicable with respect to the commencement of payment of his Non-409A Supplemental Retirement Benefit.

3.4 **Approval of Company.** Notwithstanding the provisions of 3.2 and 3.3 above, an election made by the Participant under the Qualified Plan with respect to the form of payment or date for commencement of payment of his Qualified Plan Retirement Benefit (with the valid consent of his Surviving Spouse where required under the Qualified Plan) shall not be effective with respect to the form of payment or date for commencement of payment of his Non-409A Supplemental Retirement Benefit hereunder unless such election is filed in writing with the Committee with respect to his Non-409A Supplemental Retirement Benefit. If the Committee does not object to such election within 15 days, then the form of payment or date for commencement of payment of the Participant's Non-409A Supplemental Retirement Benefit shall be deemed to have been accepted by the Committee. The requirements of this Section 3.4 shall not apply in the event of a Change-of-Control, as defined in Article VIII.

3.4.A **Form and Timing of 409A Supplemental Retirement Benefits.**

(a) **Initial Eligibility and Payment Elections.** For any person who shall newly become a Participant pursuant to Article II, such person may elect to have his 409A Supplemental Retirement Benefit payable in any optional form in which the Qualified Plan Retirement Benefit is payable to the Participant (including a lump sum payment). Such person must make a separate optional form election for the 409A Supplemental Retirement Benefit under this Plan, which need not be the same as the Participant's election under the Qualified Plan. Such person must also elect when the 409A Supplemental Retirement Benefit will commence, which commencement date may be no sooner than the date when the Participant has terminated employment. Such payment election must be made no later than thirty (30) days (or such earlier time as the Committee may designate) after the January 1st of the year following the year a person becomes a Participant in the Plan, and shall be irrevocable for the duration of a Participant's participation in the Plan except as set forth in the remainder of this Section 3.4A.

(b) Transition Period. For the transition period beginning January 1, 2008 and ending December 31, 2008, any Participant may elect to have his 409A Supplemental Retirement Benefit payable in any optional form in which the Qualified Plan Retirement Benefit is payable to the Participant (including a lump sum payment), and may elect when the 409A Supplemental Retirement Benefit will commence, which commencement date may be no sooner than the date when the Participant has terminated employment. Such payment election shall be made in accordance with Code Section 409A (and applicable Internal Revenue Service transition relief) and subject to the following provisions. As of December 31, 2008, any then effective transition payment election shall be irrevocable for the duration of a Participant's participation in the Plan except as set forth in paragraph (d) below. No payment election made in 2008 under this transition relief will apply to 409A Supplemental Retirement Benefits that would otherwise be payable in 2008, nor may such election cause 409A Supplemental Retirement Benefits to be paid in 2008 that would not otherwise be payable in 2008. No payment election under this transition relief may be made retroactively, or when 409A Supplemental Retirement Benefit payments are imminent.

(c) Timely Election Failure. Failure to make a timely payment election as provided above will result in such person deeming to elect the following with respect to the 409A Supplemental Retirement Benefit: (i) benefit commencement date that is six months after termination of employment and (ii) benefit payment form that is a lump sum payment. Such deemed election shall be irrevocable for the duration of a Participant's participation in the Plan except as set forth in paragraph (d) below.

(d) Subsequent Change in Election. A Participant may change the payment election with respect to the 409A Supplemental Retirement Benefit so long as: (i) the new payment election is made at least twelve (12) months before the original payment commencement date, (ii) the new payment election does not take effect until at least twelve (12) months after the date on which such election is made, and (iii) the original payment commencement date is deferred for a period of not less than five (5) years. Notwithstanding the foregoing, to the extent that a Participant's payment form election with respect to the 409A Supplemental Retirement Benefit is a "**life annuity**" (as defined under Code Section 409A), the Participant may change such election to another optional form in which the Qualified Plan Retirement Benefit is payable to the Participant provided that:

- (1) such optional form is also a "**life annuity**" (as defined under Code Section 409A) which is actuarially equivalent (as determined under Code Section 409A);
- (2) such election to change is timely made before the first scheduled annuity payment date of the original election; and

(3) such first scheduled annuity payment date does not change as a result of the new election.

(e) Form. The elections with respect to the 409A Supplemental Retirement Benefit (including the change in payment election provisions under paragraph (d) above) provided shall be made on a form approved by the Committee and filed with the Committee in the time and manner prescribed by the Committee.

(f) Six Month Delay Rule. If, at the time the Participant becomes entitled to 409A Supplemental Retirement Benefit payments under the Plan, the Participant is a Specified Employee (as defined and determined under Code Section 409A), then, notwithstanding any other provision in the Plan to the contrary, the following provision shall apply. No 409A Supplemental Retirement Benefit payments considered deferred compensation under Code Section 409A, which is determined to be payable upon a Participant's termination as determined under Code Section 409A and not subject to an exception or exemption thereunder, shall be paid to the Participant until the date that is six (6) months after the Participant's termination. Any such 409A Supplemental Retirement Benefit payments that would otherwise have been paid to the Participant during this six-month period shall instead be aggregated and paid to the Participant on the date that is six (6) months after the Participant's termination. Any 409A Supplemental Retirement Benefit payments to which the Participant is entitled to be paid after the date that is six (6) months after the Participant's termination shall be paid to the Participant in accordance with the applicable terms of this Plan.

(g) Payments. Notwithstanding anything in the foregoing, a 409A Supplemental Retirement Benefit payment shall be paid (or commence to be paid) on or as soon as practicable after the date determined pursuant to the above but not later than 30 days after such date.

3.5 **Actuarial Equivalent**. A Supplemental Retirement Benefit (whether a Supplemental Excess Retirement Benefit or Supplemental Top Hat Retirement Benefit, or whether a Non-409A Supplemental Retirement Benefit or 409A Supplemental Retirement Benefit) which is payable in any form other than the lump sum payment of an Account Balance (or a straight life annuity over the lifetime of a Participant who has chosen to receive the Grandfathered Benefit in lieu of the Participant's Account Balance under the Qualified Plan), or which commences at any time prior to the Participant's Normal Retirement Date, shall be the Actuarial Equivalent of the Supplemental Retirement Benefit set forth in Section 3.1.

3.6 **Source of Benefit Payments**. Any Supplemental Retirement Benefit or Supplemental Plan Preretirement Death Benefit payable to a Participant, a Surviving Spouse, or a Beneficiary shall be paid from the general assets of the Company.

**ARTICLE IV.
SUPPLEMENTAL PLAN PRERETIREMENT DEATH BENEFIT**

4.1 Amount.

(a) If a Participant dies prior to commencement of payment of his Qualified Plan Retirement Benefit under circumstances in which a Qualified Plan Preretirement Death Benefit is payable to his Surviving Spouse or a non-spouse Beneficiary, then a Supplemental Plan Preretirement Death Benefit is payable as hereinafter provided. The Supplemental Plan Preretirement Death Benefit payable to a Surviving Spouse or Beneficiary shall be an amount equal to the difference between (a) and (b) below:

(i) The amount of the Qualified Plan Preretirement Death Benefit to which a Surviving Spouse or Beneficiary would have been entitled if such benefit were computed without giving effect to the limitations on benefits imposed by application of Code Section 415 (and in the case of the Surviving Spouse or Beneficiary of a Top Hat Participant, Code Section 401(a) (17));

(ii) the Qualified Plan Preretirement Death Benefit actually payable to a Surviving Spouse or Beneficiary.

4.2 Form and Commencement of Benefit. With respect to a Supplemental Plan Preretirement Death Benefit payable to a Surviving Spouse or a Beneficiary that is determined under Code Section 409A to be (i) attributable to amounts deferred in taxable years beginning before January 1, 2005, and (ii) not subject to Code Section 409A, the form and commencement date shall be the same as the form and commencement date of the Qualified Plan Preretirement Death Benefit.

With respect to a Supplemental Plan Preretirement Death Benefit payable to a Surviving Spouse or a Beneficiary that is determined under Code Section 409A to be (i) attributable to amounts deferred in taxable years beginning on or after January 1, 2005, or (ii) attributable to amounts deferred in taxable years beginning before January 1, 2005 that are subject to Code Section 409A, such amount shall be payable as a lump sum payment on or as soon as administratively practicable on the first day of the month following the Participant's death, but not later than 60 days after such date. Notwithstanding the foregoing, to the extent that a Participant commenced (or received) his 409A Supplemental Retirement Benefit under the Plan, no amount shall be payable to a Surviving Spouse or a Beneficiary pursuant to the terms of this paragraph.

**ARTICLE V.
ADMINISTRATION OF THE PLAN**

5.1 Administration by the Company. The Company, acting under the supervision of the Committee, shall be responsible for the general operation and administration of the Plan and for carrying out the provisions thereof.

5.2 General Powers of Administration. All provisions set forth in the Qualified Plan with respect to the administrative powers and duties of the Company, expenses of administration, and procedures for filing claims shall also be applicable with respect to the Plan. The Company shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports furnished by any actuary, accountant, controller, counsel or other person employed or engaged by the Company with respect to the Plan.

5.3 **409A Compliance.** To the extent any provision of the Plan or action by the Committee or Company would subject any Participant to liability for interest or additional taxes under Code Section 409A, or make Non-409A Supplemental Retirement Benefits subject to Code Section 409A, it will be deemed null and void, to the extent permitted by law and deemed advisable by the Committee. It is intended that the Plan will comply with Code Section 409A, and that the Non-409A Supplemental Retirement Benefits be exempt from Code Section 409A coverage, and the Plan shall be interpreted and construed on a basis consistent with such intent. The Plan may be amended in any respect deemed necessary (including retroactively) by the Committee in order to preserve compliance with Code Section 409A and to maintain Code Section 409A exemption for the Non-409A Supplemental Retirement Benefits. For purposes of this Plan with respect to 409A Supplemental Retirement Benefits, a “termination of employment”, “termination”, “retirement” or “separation from service” (or other similar term having a similar import) under this Plan shall have the same meaning as a “separation from service” as defined in Code Section 409A. The preceding shall not be construed as a guarantee of any particular tax effect for Plan benefits.

ARTICLE VI. AMENDMENT OR TERMINATION

6.1 **Amendment or Termination.** The Company intends the Plan to be permanent but reserves the right, subject to Article VIII, to amend or terminate the Plan when, in the sole opinion of the Company, such amendment or termination is advisable. Any such amendment or termination shall be made pursuant to a resolution of the Committee and shall be effective as of the date of such resolution or as specified therein.

6.2 **Effect of Amendment or Termination.** No amendment or termination of the Plan shall deprive, directly or indirectly, any current or former Participant, Surviving Spouse, or non-spouse Beneficiary of all or any portion of any Supplemental Retirement Benefit or Supplemental Plan Preretirement Death Benefit, the payment of which has commenced prior to the effective date of such amendment or termination or which would be payable if the Participant’s employment terminated for any reason, including death, on such effective date.

ARTICLE VII. GENERAL PROVISIONS

7.1 **Funding.** The Plan at all times shall be entirely unfunded and the Company shall not be required at any time to segregate any assets of the Company for payment of any benefits hereunder. No Participant, Surviving Spouse, Beneficiary, or any other person shall have any interest in any particular assets of the Company by reason of the right to receive a benefit under the Plan and any such Participant, Surviving Spouse, Beneficiary, or other person shall have only the rights of a general unsecured creditor of the Company with respect to any rights under the Plan.

7.2 **General Conditions.** Any Qualified Plan Retirement Benefit or Qualified Plan Preretirement Death Benefit, or any other benefit payable under the Qualified Plan, shall be paid solely in accordance with the terms and conditions of the Qualified Plan, and nothing in this Plan shall operate or be construed in any way to modify, amend or affect the terms and provisions of the Qualified Plan.

7.3 **No Guaranty of Benefits.** Nothing contained in the Plan (or any Plan communication) shall constitute a guaranty by the Company or any other entity or person that the assets of the Company will be sufficient to pay any benefit hereunder.

7.4 **No Enlargement of Employee Rights.** No Participant, Surviving Spouse, or Beneficiary shall have any right to a benefit under the Plan except in accordance with the terms of the Plan. Establishment of the Plan shall not be construed to give any Participant the right to be retained in the service of the Company, nor to create or confer on any Participant the right to receive future benefit accruals hereunder with respect to any future period of service with the Company. Nothing in the Plan shall interfere in any way with the right of the Company to terminate a Participant's service at any time with or without cause or notice, whether or not such termination results in any adverse effect on the Participant's interests under the Plan.

7.5 **Spendthrift Provision.** No interest of any person or entity in, or right to receive a benefit under, the Plan shall be subject in any manner to sale, transfer, assignment, pledge, attachment, garnishment, or other alienation or encumbrance of any kind; nor may such interest or right to receive a benefit be taken, either voluntarily or involuntarily, for the satisfaction of the debts of, or other obligations or claims against, such person or entity, including claims for alimony, support, separate maintenance and claims in bankruptcy proceedings.

7.6 **Applicable Law.** The Plan (including, without limitation, any rules, regulations, determinations or decisions made by the Compensation Committee or Company relating to the Plan) shall be construed and administered exclusively in accordance with applicable federal laws and the laws of the State of Delaware, without regard to its conflict of laws principles.

7.7 **Small Benefits.** If the actuarial value of any Supplemental Retirement Benefit or Supplemental Plan Preretirement Death Benefit is less than \$25,000 at a Participant's termination of employment or death, the Company will pay the actuarial value of such benefit to the Participant, Surviving Spouse, or Beneficiary in a single lump sum in lieu of any further benefit payments hereunder. Subject to any six-month delay in payment (or portion of payment) required by Code Section 409A, such payment (or applicable portion) shall be made on or as soon as administratively practicable after the Participant's termination of employment or death (or the date required by Code Section 409A's six-month delay rule), but not later than 60 days after such date.

7.8 **Incapacity of Recipient.** If any person entitled to a benefit payment under the Plan is deemed by the Company 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 Company 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 Company and the Plan therefor.

7.9 **Corporate Successor.** The Plan shall not be automatically terminated by a transfer or sale of assets of the Company or by the reorganization, merger or consolidation of the Company into or with any other corporation or other entity, but the Plan shall be continued after such transfer, sale, reorganization, merger or consolidation only if and to the extent that the transferee, purchaser or successor entity agrees to continue the Plan, except as set forth in Article VIII. In the event that the Plan is not continued by the transferee, purchaser or successor entity, then the Plan shall terminate subject to the provisions of Section 6.2.

7.10 **Unclaimed Benefit.** Each Participant shall keep the Company informed of his current address and the current address of his spouse and/or Beneficiary. The Company shall not be obligated to search for the whereabouts of any person. If the location of a Participant is not made known to the Company within three (3) years after the date on which payment of the Participant's Supplemental Retirement Benefit may first be made, payment may be made as though the Participant had died at the end of the three-year period. If, within one additional year after such three-year period has elapsed, or, within three years after the actual death of a Participant, the Company is unable to locate any Surviving Spouse or Beneficiary for the Participant, then the Company shall have no further obligation to pay any benefit hereunder to such Participant, Surviving Spouse, Beneficiary or any other person and such benefit shall be irrevocably forfeited.

7.11 **Limitations on Liability.** Notwithstanding any of the preceding provisions of the Plan, neither the Company nor any individual acting as an employee or agent of the Company shall be liable to any Participant, former Participant, Surviving Spouse, Beneficiary, or any other person for any claim, loss, liability or expense incurred in connection with the Plan.

7.12 **Duties of Participants, Beneficiaries, and Surviving Spouses.** A Participant, Surviving Spouse or Beneficiary shall, as a condition of receiving benefits under this Plan, be obligated to provide the Committee with such information as the Committee shall require in order to calculate benefits under this Plan or otherwise administer the Plan.

7.13 **Taxes and Withholding.** As a condition to any payment or distribution pursuant to the Plan, the Company may require a Participant (or as applicable, the Surviving Spouse or Beneficiary) to pay such sum to the Company as may be necessary to discharge its obligations with respect to any taxes, assessments or other governmental charges imposed on property or income received by the Participant (or as applicable, the Surviving Spouse or Beneficiary) thereunder. The Company may deduct or withhold such sum from any payment or distribution to the Participant (or as applicable, the Surviving Spouse or Beneficiary).

7.14 **Treatment for other Compensation Purposes.** Payments received by a Participant (or as applicable, the Surviving Spouse or Beneficiary) under the Plan shall not be deemed part of a Participant's regular, recurring compensation for purposes of any termination, indemnity or severance pay laws and shall not be included in, nor have any effect on, the determination of benefits under any other employee benefit plan, contract or similar arrangement provided by the Company, unless expressly so provided by such other plan, contract or arrangement.

ARTICLE VIII.
CHANGE-OF-CONTROL

8.1 **Definition of Change-of-Control.** For purposes of this Plan, a “Change-of-Control” shall be deemed to have occurred if:

(a) Any “Person” (as defined below), excluding for this purpose the Company or any subsidiary of the Company, any employee benefit plan of the Company or of any subsidiary of the Company, or any entity organized, appointed or established for or pursuant to the terms of any such plan which acquires beneficial ownership of common shares of the Company, is or becomes the “Beneficial Owner” (as defined below) of twenty-five percent (25%) or more of the common shares of the Company then outstanding; provided, however, that no Change-of-Control shall be deemed to have occurred as the result of an acquisition of common shares of the Company by the Company which, by reducing the number of shares outstanding, increases the proportionate beneficial ownership interest of any Person to twenty-five percent (25%) or more of the common shares of the Company then outstanding, but any subsequent increase in the beneficial ownership interest of such a Person in common shares of the Company shall be deemed a Change-of-Control; and provided further that if the Board determines in good faith that a Person who has become the Beneficial Owner of common shares of the Company representing twenty-five percent (25%) or more of the common shares of the Company then outstanding has inadvertently reached that level of ownership interest, and if such Person divests as promptly as practicable a sufficient number of shares of the Company so that the Person no longer has a beneficial ownership interest in twenty-five percent (25%) or more of the common shares of the Company then outstanding, then no Change-of-Control shall be deemed to have occurred. For purposes of this paragraph (a), the following terms shall have the meanings set forth below:

(i) “Person” shall mean any individual, firm, limited liability company, corporation or other entity, and shall include any successor (by merger or otherwise) of any such entity.

(ii) “Affiliate” and “Associate” shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

(iii) A Person shall be deemed the “Beneficial Owner” of and shall be deemed to “beneficially own” any securities:

(A) which such Person or any of such Person’s Affiliates or Associates beneficially owns, directly or indirectly (determined as provided in Rule 13d-3 under the Exchange Act);

(B) which such Person or any of such Person’s Affiliates or Associates has (1) the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding (other than customary agreements with and between underwriters and selling group members with respect to a bonafide public offering of securities), or upon the exercise of conversion rights, exchange rights, rights, warrants or options, or otherwise; provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, securities tendered pursuant to a tender or exchange offer made by or on behalf of such Person or any of such Person’s Affiliates or Associates until such tendered securities are accepted for purchase or exchange; or (2) the right to vote pursuant to any agreement, arrangement or understanding; provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, any security if the agreement, arrangement or understanding to vote such security (a) arises solely from a revocable proxy or consent given to such Person in response to a public proxy or consent solicitation made pursuant to, and in accordance with, the applicable rules and regulations promulgated under the Exchange Act and (b) is not also then reportable on Schedule 13D under the Exchange Act (or any comparable or successor report); or

- (C) which are beneficially owned, directly or indirectly, by any other Person with which such Person or any of such Person's Affiliates or Associates has any agreement, arrangement or understanding (other than customary agreements with and between underwriters and selling group members with respect to a bona fide public offering of securities) for the purpose of acquiring, holding, voting (except to the extent contemplated by the proviso to subparagraph (a)(iii)(B)(2), above) or disposing of any securities of the Company.

Notwithstanding anything in this definition of Beneficial Ownership to the contrary, the phrase "then outstanding," when used with reference to a Person's beneficial ownership of securities of the Company, shall mean the number of such securities then issued and outstanding together with the number of such securities not then actually issued and outstanding which such Person would be deemed to own beneficially hereunder.

(b) During any period of two (2) consecutive years, individuals who at the beginning of such two-year period constitute the Board and any new director or directors (except for any director designated by a person who has entered into an agreement with the Company to effect a transaction described in paragraph (a), above, or paragraph (c), below) whose election by the Board or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board; or

(c) The consummation of (i) a plan of complete liquidation of the Company, (ii) an agreement for the sale or disposition of the Company or all or substantially all of the Company's assets, (iii) a plan of merger or consolidation of the Company with any other corporation, or (iv) a similar transaction or series of transactions involving the Company (any transaction described in parts (i) through (iv) of this paragraph (c) being referred to as a "Business Combination"), in each case unless after such a Business Combination the shareholders of the Company immediately prior to the Business Combination continue to own at least seventy-five percent (75%) of the voting securities of the new (or continued) entity immediately after such Business Combination, in substantially the same proportion as their ownership of the Company immediately prior to such Business Combination.

A “Change-of-Control” shall not include any transaction described in paragraph (a) or (c) above where, in connection with such transaction, a participant and/or any party acting in concert with that participant shall substantially increase their, his or its, as the case may be, ownership interest in the Company or a successor to the Company (other than through conversion of prior ownership interests in the Company and/or through equity awards received entirely as compensation for past or future personal services).

8.1.A **Definition of 409A Change-of-Control.** For purposes of this Plan, a “409A Change-of-Control” means the occurrence of any of the following events:

(a) any person or Group acquires ownership of Company’s stock that, together with stock held by such person or Group, constitutes more than 50% of the total fair market value or total voting power of Company’s stock, (including an increase in the percentage of stock owned by any person or Group as a result of a transaction in which Company acquires its stock in exchange for property, provided that the acquisition of additional stock by any person or Group deemed to own more than 50% of the total fair market value or total voting power of Company’s stock on January 1, 2005, shall not constitute a 409A Change-of-Control); or

(b) any person or Group acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or Group) ownership of Company stock possessing 30% or more of the total voting power of Company stock; or

(c) a majority of the members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election; or

(d) any person or Group acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or Group) assets from Company that have a total Gross Fair Market Value equal to 40% or more of the total Gross Fair Market Value of all Company assets immediately prior to such acquisition or acquisitions, provided that there is no 409A Change-of-Control when Company’s assets are transferred to:

- (1) a shareholder of Company (immediately before the asset transfer) in exchange for or with respect to Company stock;
- (2) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by Company;

- (3) a person or Group that owns, directly or indirectly, 50% or more of the total value or voting power of all outstanding Company stock; or
- (4) an entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by a person described in paragraph (iii).

For purposes of the above sub-paragraph (d), a person's status is determined immediately after the transfer of the assets. For example, a transfer to a corporation in which Company has no ownership interest before the transaction, but which is a majority-owned subsidiary of Company after the transaction is not a 409A Change-of-Control.

For purposes of this Section 8.1 A, "Gross Fair Market Value" means the value of assets determined without regard to any liabilities associated with such assets.

For purposes of this Section 8.1.A, "Group" means persons acting together for the purpose of acquiring Company stock and includes owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with Company. If a person owns stock in both Company and another corporation that enter into a merger, consolidation purchase or acquisition of stock, or similar transaction, such person is considered to be part of a Group only with respect to ownership prior to the merger or other transaction giving rise to the change and not with respect to the ownership interest in the other corporation. Persons will not be considered to be acting as a Group solely because they purchase assets of the same corporation at the same time, or as a result of the same public offering.

8.2 ***Benefit Rights Upon Change-of-Control.***

(a) Notwithstanding any other provision of the Plan to the contrary, in the event of a Change-of-Control, the Company or any successor shall be prohibited from amending or terminating the Plan in any manner so as to deprive, directly or indirectly, any current or former Participant, Surviving Spouse, or Beneficiary of all or any portion of any Supplemental Retirement Benefit or Supplemental Plan Preretirement Death Benefit, the payment of which has commenced prior to the effective date of such amendment or termination, or which would be payable if the Participant's employment terminated for any reason, including death, on such effective date. Following a Change-of-Control or 409A Change-of-Control, no action shall be taken under the Plan that will cause any of the Non-409A Supplemental Retirement Benefits to be subject to Code Section 409A coverage or cause any of the 409A Supplemental Retirement Benefits to fail to comply in any respect with Code Section 409A, in either case, without the written consent of the Participant, Surviving Spouse, or Beneficiary (as applicable).

(b) In the event that the Plan is terminated following a Change-of-Control, each current or former Participant, Surviving Spouse, or Beneficiary, shall be paid immediately a lump sum amount with respect to the Non-409A Supplemental Retirement Benefits (and with respect to the 409A Supplemental Retirement Benefits if such Plan (together with any other deferred compensation arrangements as required by Code Section 409A) terminates). This amount shall be the Actuarial Equivalent of any of the Non-409A Supplemental Retirement Benefits (and with respect to the 409A Supplemental Retirement Benefits if applicable) or Supplemental Plan Preretirement Death Benefit, the payment of which has commenced prior to the effective date of any such termination, or which would be payable if the Participant's employment terminated on the effective date of any Plan termination.

(c) For the purpose of determining a Participant's, Surviving Spouse's, or Beneficiary's right to receive a benefit (but not the amount of any such benefit) under this Article VIII, any Participant who has not yet become eligible for a Qualified Plan Retirement Benefit shall be deemed to have done so upon the Change-of-Control.

(d) Subject to Section 5.3, the benefit rights of any Participant under this Plan shall be determined only after taking into account the effect of any Severance Agreement between the Company and the Participant.

8.3 **RESERVED**

ARTICLE IX. SPECIAL PROVISIONS

9.1 **Former Participants in the General Signal Corporation Supplemental Retirement Plan.** Certain employees of General Signal Corporation were participants in the General Signal Corporation Supplemental Retirement Plan (the "**GSX Plan**"), which terminated on December 31, 1998. Benefits earned under the GSX Plan through December 31, 1998 shall be paid instead under this Plan. The Actuarial Equivalent of the GSX Plan benefit on December 31, 1998 (including any early retirement subsidy for a person eligible for early retirement under the GSX Plan on such date), shall be the Initial Account Balance under this Plan. Thereafter, the Account Balances of such Participants shall be maintained like any other Account Balance under this Plan. Former participants in the GSX Plan will be Participants in this Plan from and after January 1, 1999, only if, and for so long as, they meet the requirements for being a Top Hat Participant, as set forth in the Plan.

9.2 **Certain Former General Signal Participants Eligible for Transition Benefits.** Participants in this Plan eligible for a Transition Benefit (as defined under the Qualified Plan) with respect to their Qualified Plan account balance shall also receive such a benefit from this Plan, calculated as if the Account Balance of a Participant under this Plan was part of the Qualified Plan. Persons who are eligible for a Transition Benefit in the Qualified Plan who are not Participants in this Plan shall not receive such a benefit from this Plan.

Benefits shall be paid only if the plan administrator decides in its discretion that the applicant is entitled to them.

9.3 **No Special Pension Enhancements.** Notwithstanding Sections 9.1 and 9.2, a Participant's Account Balance or Transition Benefit under this Plan, as described above, shall not include any "Special Pension Enhancement" applicable to such benefit determination under the Qualified Plan provided in conjunction with the August 31, 2015 freezing of the Qualified Plan for non-union participants thereunder; provided, however, the foregoing shall not be construed as to limit the determination of any Qualified Plan offset under the Plan.