

## RELOCATION EXPENSE REPAYMENT AGREEMENT

This Relocation Expense Repayment Agreement (the "Agreement") is entered into on 5/31/17 between Pratt and Whitney (hereafter referred to as the "Company") and Brian Loughran, an employee or prospective employee of the Company (hereafter referred to as "Employee"). To facilitate Employee's employment with the Company, it is mutually agreed that it would be in the best interest of both parties for the Employee to relocate, and for the Company to pay certain costs of that relocation. This Agreement does not constitute an employment contract, nor is it a condition of employment. If the Employee herein after declines an offer of employment, resigns or is terminated from the Company, the Agreement will remain in effect.

The Employee's relocation costs and payment for such costs by the Company are subject to the following terms and conditions:

1. The Employee agrees that such relocation shall be effected in accordance with the Company's relocation policy.
2. The Company has agreed to pay for certain costs of the relocation. The Employee agrees to repay the Company for those relocation costs previously paid by the Company if the Employee voluntarily declines an offer of employment prior to beginning his or her employment with the Company or terminates employment with the Company prior to completing one year of continuous service commencing from the Employee's date of hire or transfer date. Further, the Employee agrees to repay the Company such costs if the Employee is "terminated for cause" within the one year period from the Employee's date of hire or transfer date. "Termination for Cause" includes gross misconduct, gross negligence in performance of job duties, violation of Company Policy or the Company's Code of Ethics. "Termination for Cause" does not include change in control, office closings, or job elimination. The Employee will have fourteen (14) days from date of resignation or termination to make such repayment.
3. The Employee agrees to pay for any and all costs for services and materials as may be incurred during the course of relocation that are not authorized for payment under Company policy, and agrees that payment for such unauthorized costs, should any claim for same be made against the Company, may at the Company's election be made through payroll deductions unless other arrangements are agreed upon.
4. The Employee agrees to maintain accurate records of all expenses incurred in connection with such relocation. The Company's obligations hereunder are conditional on the Employee's adequate substantiation of expenses by proper records and receipts.
5. It is agreed that any amount owing to the Company under item 2 above, may, at the Company's discretion, be deducted from any monies owing by the Company to the Employee, including any salary, wages, incentive compensation, bonuses, or severance pay, and that any excess of such amounts owing to the Company, beyond any amounts deducted, shall be paid within fourteen (14) days after severance of employment, after which interest at the maximum

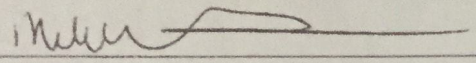


legal rate on any unpaid balance shall be due and owing by the Employee, together with all costs and attorney's fees which are incurred by the Company in the collection of such amounts.

## ACCEPTANCE

By Executing this Agreement, Employee acknowledges having read and having an understanding of the Agreement, and accepts all of the terms, provisions, obligations and conditions herein. This Agreement constitutes the entire agreement between the parties and supersedes all previous and contemporaneous statements, communications, representations or agreements, either written or oral, by or between the Company and the Employee with respect to the subject matter hereof. No contemporaneous or subsequent agreement or understanding modifying, varying or expanding this Agreement shall be binding upon either party unless in writing and signed by a duly authorized representative of the Company and the Employee.

### Pratt and Whitney

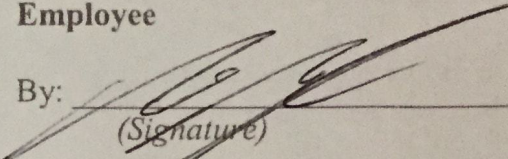
By:   
(Signature)

Name: Melissa Connelly  
(Typed or printed)

Title: Global Mobility Manager

Date: \_\_\_\_\_

### Employee

By:   
(Signature)

Name: Brian Loughran  
(Typed or printed)

Title: Mechanical Engineer

Date: 5/31/17